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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

<hr/> In re		X
	:	
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:	Chapter 11
	:	
	:	Case No. 18-23538 (RDD)
	:	
Debtors.¹	:	(Jointly Administered)
		<hr/>

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innoval Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

**NOTICE OF HEARING ON APPLICATION
OF DEBTORS FOR AUTHORITY TO RETAIN AND
EMPLOY JONES LANG LASALLE AMERICAS, INC. AND
JLL VALUATION & ADVISORY SERVICES, LLC AS THEIR REAL
ESTATE ADVISOR, EFFECTIVE AS OF NOVEMBER 5, 2018**

PLEASE TAKE NOTICE that a hearing on the attached application (the “**Application**”), of Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for entry of an order pursuant to sections 327(a) and 328(a) of chapter 11 of title 11 of the United States Code, and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for authority to retain and employ Jones Lang LaSalle Americas, Inc. and JLL Valuation & Advisory Services, LLC as their real estate advisor, all as more fully set forth in the Motion, will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, Courtroom 118, 300 Quarropas Street, White Plains, New York, 10601-4140 (the “**Bankruptcy Court**”) on **December 20, 2018 at 10:00 a.m. (Eastern Time)** (the “**Hearing**”), or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections (the “**Objections**”) to the Application shall be in writing, shall conform to the Bankruptcy Rules and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted pro hac vice, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with the *Amended Order*

Implementing Certain Notice and Case Management Procedures, entered on November 1, 2018 (ECF No. 405), so as to be filed and received no later than **December 13, 2018 at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Application, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order attached to the Application, which order may be entered without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted upon default.

Dated: December 6, 2018
White Plains, New York

/s/ Jacqueline Marcus
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	:	x
SEARS HOLDINGS CORPORATION, et al.,	:	Chapter 11
	:	Case No. 18-23538 (RDD)
Debtors.¹	:	(Jointly Administered)
	:	

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innoval Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

**APPLICATION OF DEBTORS FOR AUTHORITY TO
RETAIN AND EMPLOY JONES LANG LASALLE AMERICAS, INC.
AND JLL VALUATION & ADVISORY SERVICES, LLC AS THEIR REAL
ESTATE ADVISOR, EFFECTIVE AS OF NOVEMBER 5, 2018**

TO THE HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:

Sears Holdings Corporation (“**SHC**”) and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent as follows in support of this application (the “**Application**”):

Background

1. Beginning on October 15, 2018 (the “**Commencement Date**”) and continuing thereafter, each of the Debtors commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On October 24, 2018, the United States Trustee for Region 2 appointed an official committee of unsecured creditors (the “**Creditors’ Committee**”). No trustee or examiner has been appointed in these chapter 11 cases.

3. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

4. Additional information regarding the Debtors’ business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Robert A. Riecker Pursuant to Rule 1007-2 of Local Bankruptcy Rules for Southern District of New York*, sworn on October 15, 2018 (ECF No. 3).

Jurisdiction

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

6. The Debtors request, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”) 2014-1 and 2016-1, authority to retain and employ Jones Lang LaSalle Americas, Inc. (“**JLL Americas**”) and JLL Valuation & Advisory Services, LLC (“**JLL Advisory**” and, together with JLL Americas, “**JLL**”) as their non-exclusive real estate advisor, to provide necessary real estate advice and services in relation to the Debtors’ unexpired leases (each a “**Lease**,” and collectively the “**Leases**”) and fee-owned real property (each a “**Property**,” and collectively the “**Properties**”) as more fully set forth in the (i) Real Estate Advisory Services Agreement between JLL Americas and SHC, effective as of November 5, 2018 (the “**Non-Core Asset Sales Engagement Letter**”), a copy of which (without certain state specific provisions) is attached hereto as **Exhibit A**, (ii) Real Estate Advisory Services Agreement between JLL Americas and SHC, effective as of November 26, 2018 (the “**Global Real Property Asset Sales Engagement Letter**”), a copy of which (without certain state specific provisions) is attached hereto as **Exhibit B**, and (iii) the Valuation and Advisory Services Agreement, dated as of November 28, 2018 (the “**Appraisal Engagement Letter**”² and, collectively with the Global Real

² The Debtors and JLL Advisory intend to enter into an amended Appraisal Engagement Letter to address certain comments provided by the Creditors’ Committee. The Debtors will file the amended Engagement Letter with the Court before the hearing on the Application.

Property Asset Sales Engagement Letter and the Non-Core Asset Sales Engagement Letter, the “**Engagement Letters**”), a copy of which is attached hereto as **Exhibit C**. In support of this Application, the Debtors submit the declaration of Donna Kolius, which is attached hereto as **Exhibit D** (the “**Kolius Declaration**”).

7. A proposed form of order granting the relief requested in this Application is attached hereto as **Exhibit E**.

JLL's Qualifications

8. JLL Americas, together with its affiliates and subsidiaries, provides real estate-related advisory and professional services to entities throughout the United States and in many foreign countries. The professional services JLL Americas provides include the evaluation, restructuring, disposal of, and acquisition of all types of real estate and real estate leases, both nationally and internationally. JLL Americas has extensive experience solving complex real estate problems and evaluating, negotiating, and restructuring real estate sale and lease terms.

9. JLL Americas has served as real estate advisor or broker, in a similar capacity as contemplated here, in many complex bankruptcy cases in this district and others, either as a retained professional or an ordinary-course professional. *See, e.g., In re Westinghouse Electric Co., et al.*, No. 17-10751 (MEW) (Bankr. S.D.N.Y.) (ECF No. 965); *In re RDA Holdings Co., et al.* No. 13-22233 (RDD) (Bankr. S.D.N.Y.) (ECF No. 657); *In re SFX Entertainment, Inc.*, No. 16-10238 (MFW) (Bankr. D. Del.) (ECF No. 647); *In re Orlando Gateway Partners, LLC*, No. 16-bk-03448 (KSJ) (Bankr. M.D. Fla.) (ECF No. 216). JLL Americas has extensive experience.

10. JLL Advisory is part of a global network comprised of experienced, licensed, qualified appraisers who use local insights and their years of expertise to deliver accurate, reliable and prompt valuations. JLL Advisory’s professionals provide valuation and appraisal

services across a variety of real estate holdings, working expensively with retail properties. The professionals of JLL Advisory provide valuation services consistent with the Uniform Standards of Professional Practice by the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. In total, over the past year, JLL Advisory has completed over 11,000 real estate valuations

11. Inasmuch as the Debtors have an extensive portfolio of owned and leased real estate, JLL's services fulfill an important need in these chapter 11 cases. JLL's Services (as defined below) are not duplicative of any of the Debtors' other professionals.

Services to Be Provided

12. As set forth in further detail in each of the Engagement Letters, JLL has agreed to serve as the Debtors' real estate advisor, and to provide the following consulting and advisory services with respect to the Leases and Properties designated by the Debtors:³

Appraisal Services: Pursuant to the Appraisal Engagement Letter, JLL Advisory will complete an appraisal and valuation of approximately 430 assets identified by the Debtors and representing a combination of the Debtors' fee and leasehold interests (the "**Appraisal Services**"). The Properties to be appraised are a subset of the 505 assets the Debtors have identified for sale pursuant to the *Order Approving Global Bidding Procedures and Granting Related Relief* (ECF No. 816).

Non-Core Asset Sale Services: Pursuant to the Non-Core Asset Sales Engagement Letter, JLL Americas has agreed to perform the following services as the Debtors' non-exclusive national coordinator of sales of certain Leases and Properties designated by the Debtors (the "**Non-Core Asset Sale Services**"):

- (a) Review assigned portfolio selected by Debtors and assist Debtors in developing disposition and marketing strategies for each individual location, designed to maximize value and reduce costs for Debtors;

³ The following is a summary of the services set forth in each Engagement Letter and should not be construed to modify or amend any Engagement Letter. The actual terms of the Engagement Letters govern the scope of services to be provided by JLL to the Debtors. Unless otherwise defined, capitalized terms used in this summary of services to be provided shall have the meanings ascribed to them in the respective Engagement Letter.

- (b) Leverage internal JLL Americas' research, capital markets, and transaction resources as needed to collect market data (i.e. Co-Star);
- (c) Advise Debtors on establishing standardized marketing activity for each Property and pro-actively setting market goals;
- (d) Monitor and oversee all marketing activity;
- (e) Use JLL Americas' business intelligence tools to review data at a portfolio level and help guide Debtors' decision making and strategy;
- (f) Develop and manage workflow and communication process, solicit approvals and create reports;
- (g) Create a web-accessible site which will serve as a tool to list and describe the Leases and Properties designated by the Debtors for sale, manage and track data, store documents and generate reports; and
- (h) Assist the Debtors in identifying and managing local broker network, which local brokers will list and market the Properties, and assist the Debtors in completing due diligence as necessary, providing market comp data, and making strategic recommendations.

Global Real Property Asset Sale Services: Pursuant to the Global Real Property Asset Sales Engagement Letter, JLL Americas has agreed to perform the following services as the Debtors' non-exclusive national coordinator of sales of certain Leases and Properties designated by the Debtors (the "**Global Real Property Asset Sale Services**" and, collectively with the Non-Core Asset Sale Services and the Appraisal Services, the "**Services**"):

- (a) Serve as the point of contact for parties with interest in any Property;
- (b) Receive and respond to requests for information from prospective purchasers;
- (c) Provide non-disclosure agreements to qualified prospective purchasers and coordinate data room access;
- (d) Collect Indicative Bids from prospective purchasers and regularly report to the Debtors any such bids;
- (e) Review, aggregate and provide the Debtors with recommendations in connection with the Indicative Bids and Definitive Bids submitted;
- (f) Provide recommendations related to Stalking Horse Bids, if any;
- (g) Communicate with bidders in connection with the sales process;

- (h) Collect Definitive Bids and provide copies of such bids to the Debtors for review and consideration;
- (i) Assist in negotiating with prospective bidders to finalize terms of sale; and
- (j) Coordinate post bidding activities, track earnest money, monitor due diligence and monitor closing of transactions.

13. In the event that the Debtors request additional services from JLL not contemplated by the Engagement Letters, the Debtors and JLL, subject to further Bankruptcy Court approval, shall mutually agree upon such services and fees for those services, and document those additional services in a separate agreement.

JLL's Professional Compensation

14. As of the Commencement Date, JLL does not hold a prepetition claim against the Debtors. As more fully described in each Engagement Letter, in consideration of the Services provided by JLL, the Debtors have agreed that JLL shall be compensated consistent with the proposed fee structure summarized below and set forth in the Engagement Letters (the “**Fee Structure**”):⁴

- (a) **Appraisal Services**: In consideration of the Appraisal Services, the Debtors will pay JLL Advisory a fee equal to the amounts set forth below and such amounts are inclusive of expenses related to the Appraisal Services (the “**Appraisal Fees**”):
 - (i) \$3,000 per asset for the initial tabulation of value spreadsheet and preliminary valuation report.
 - (ii) \$2,000 per asset for any asset subject to a full appraisal report.
 - (iii) \$1,000 per asset for any asset for which JLL performs an asset inspection.

⁴ The following summary of the Fee Structure is provided solely for the convenience of this Court and parties in interest. To the extent that there are any discrepancies between the summary provided herein and the Engagement Letters, the terms and conditions of the Engagement Letters shall govern in all respects.

(b) Non-Core Asset Sale Services: In consideration of the Global Real Property Asset Sale Services, the Debtors will pay JLL Americas the fees set forth below (the “**Non-Core Asset Sale Fee**”):

- (i) Monthly advisory fee of \$30,000.
- (ii) Initial one-time set up fee of \$20,000 and ongoing monthly fee in the amount of \$2,500 in connection with the dedicated project website.

15. Global Real Property Asset Sale Services: In consideration of the Non-Core Asset Sale Services, the Debtors will pay JLL Americas the fees set forth below (the “**Global Real Property Asset Sale Fees**”):

- (i) Monthly advisory fee of \$100,000.
- (ii) 0.5% of the aggregate gross purchase price of each Property sold or liquidated in the real estate sales process or pursuant to a bid other than a bid to purchase substantially all of the Debtors’ assets as a going concern (the “**Additional Compensation**”). 50% of the Additional Compensation above \$500,000 will be credited against any future payments to JLL of the monthly advisory fee.

16. Additionally, the Debtors will reimburse JLL Americas for any reasonable out-of-pocket expenses incurred as a part of performing the Global Real Property Asset Sale Services or the Non-Core Asset Sale Services, in each instance not to exceed \$20,000 in the aggregate.

17. The Fee Structure generally described herein and set forth in the Engagement Letters is consistent with and typical of arrangements entered into by JLL and other real estate advisors when rendering similar services to clients such as the Debtors. JLL and the Debtors believe that the foregoing compensation arrangement is both reasonable and market-based. In determining the level of compensation to be paid to JLL and the reasonableness of such compensation, the Debtors compared the proposals submitted to them by other real estate consultants and determined that the terms proposed by JLL were the most favorable. The Fee Structure has been agreed upon by the parties on an arm’s-length basis in view of substantial

commitment of professional time and effort that will be required of JLL and its professionals hereunder.

18. Due to the fixed fee arrangement under the Appraisal Engagement Letter and the transactional nature of the services that JLL provides under the Global Real Property Asset Sales Engagement Letter and the Non-Core Asset Sales Engagement Letter, JLL's professionals do not bill clients on an hourly basis while performing the related services. JLL's real estate expertise was an important factor in determining the Fee Structure, and the Debtors believe that the ultimate benefit to their estates resulting from JLL's Services cannot be measured by reference to the number of hours to be expended by JLL's professionals in the performance of such services. Further, the Debtors believe that the terms of the Engagement Letters are reasonable and that their engagement of JLL on the terms proposed is an exercise of the Debtors' sound business judgment that will maximize value for the Debtors' estates and creditors.

19. Based upon the nature of the services to be provided by JLL and the fact that the Fee Structure was developed because JLL does not bill clients on an hourly basis, the Debtors seek relief from having JLL maintain time records or file interim fee applications; provided that JLL will file a final fee application on or before the conclusion of the chapter 11 cases with a summary of fees earned and expenses incurred along with a summary of the fees and expenses that have been paid. In addition, JLL will submit invoices to the Debtors, the Office of the United States Trustee for Region 2, the Creditors' Committee, and the lenders under the Debtors' postpetition debtor-in-possession secured financing (*see* ECF Nos. 951 (the "**Interim Junior DIP Order**") and 955 (the "**DIP ABL Order**") for the payment of compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in accordance with the terms of the Engagement Letters when such compensation

becomes due and owing and such expenses are incurred. Such parties shall have (15) days to review and dispute any such invoice submitted by JLL, and if no such disputes are received, without any further order of this Court, the Debtors shall be authorized to pay such JLL invoices. If any objection is received, the Debtors shall withhold the payment of the portion of the payment that is objected to and promptly pay the remainder. All objections that are not resolved shall be preserved and presented to this Court for determination.

Indemnification Provisions

20. In the Engagement Letters, the Debtors agree to indemnify JLL and its respective subsidiaries and affiliates, and their respective employees, partners, officers and agents from and against all losses, liabilities, costs and expenses (including, without limitation, reimbursement of actual attorney's fees, expert witness fees and court costs) incurred either as a defendant or witness and arising out of claims by third parties, resulting from (directly or indirectly), or related to the Services rendered pursuant to the Engagement Letters, except to the extent that such losses, liabilities, costs and expenses, including reasonable attorney's fees and court costs (except to the extent covered by insurance carried by the Debtors), are the result of JLL's negligence, gross negligence, intentional misconduct or fraud.

No Duplication of Services

21. The Debtors intend to retain in these chapter 11 cases certain other real estate advisors in connection with the valuation, marketing and sale of certain of their real property interests. The Debtors believe that JLL's Services will complement, and not unnecessarily duplicate, the services being rendered by such professionals and JLL has agreed to work cooperatively with such professionals to integrate any work conducted by other professionals on behalf of the Debtors.

JLL's Disinterestedness

22. To the best of the Debtors' knowledge, information, and belief, and except as may be set forth herein and in the Kolius Declaration, JLL does not have any connection with or any interest adverse to the Debtors, their creditors, or any other party in interest, or their respective attorneys and accountants.

23. The Debtors submit that, based upon the Kolius Declaration, JLL is a "disinterested person" as the term is defined in section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code. The Debtors have been informed that JLL will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise and, if any relevant facts or relationships are discovered, JLL will supplement its disclosure to this Court accordingly.

The Relief Requested Should Be Granted

24. The Debtors seek authority to employ and retain JLL as their real estate advisor under section 327 of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

25. Bankruptcy Rule Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm]'s connections

with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

26. The Debtors further seek approval of the fixed-fee portions of the engagement pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that a debtor may employ a professional person pursuant to reasonable terms and conditions. The Debtors believe that, in light of the size and complexity of these chapter 11 cases, the Appraisal Fees, the Global Real Property Asset Sale Fees, and the Non-Core Asset Sale Fees, including the Additional Compensation, each as described above, constitute fair and reasonable terms and conditions for the retention of JLL as real estate advisor to the Debtors.

27. The Debtors believe that in light of JLL's experience as a real estate advisor, JLL's retention as the Debtors' real estate advisor to perform the Services is both necessary and in the best interests of the Debtors' estates. Indeed, as reflected in the record of these chapter 11 cases, the Debtors have already begun to market certain of their assets, including the Leases and Properties. JLL is already in place to facilitate the Debtors' restructuring goals and if the Debtors are required to retain a different real estate advisor, the Debtors will need to expend additional time and resources to integrate them rather than devoting their time and focus to their reorganization efforts. Thus, retaining JLL will avoid unnecessary administrative expenses and delays, result in cost efficiencies, and will assist in facilitating the Debtors' efforts to monetize their assets for the benefit of their estates and creditors.

Notice

28. Notice of this Application will be provided in accordance with the procedures set forth in the *Amended Order Implementing Certain Notice and Case Management*

Procedures, entered on November 1, 2018 (ECF No. 405) (the “**Amended Case Management Order**”). The Debtors respectfully submit that no further notice is required.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: December 6, 2018
New York, New York

/s/ Jacqueline Marcus
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EXHIBIT A

Non-Core Asset Sales Engagement Letter

REAL ESTATE ADVISORY SERVICES AGREEMENT

This Agreement is dated December 6, 2018, but made to be effective as of November 5, 2018 ("Effective Date"), between Sears Holdings Corporation ("Client") and Jones Lang LaSalle Americas, Inc., a Texas corporation ("JLL").

WHEREAS, Client wishes to retain JLL to provide real estate advisory services by acting as Client's non-exclusive national coordinator of sales of certain properties designated by Client from time to time (up to a maximum of 200 properties) and providing such advice in connection therewith as Client may request (collectively, the "Services");

WHEREAS, Client and certain of its subsidiaries each commenced a voluntary case (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code currently pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court");

WHEREAS, JLL wishes to provide the Services, as more fully defined in Exhibit A, to Client.

NOW THEREFORE, for and in consideration of the mutual covenants, the parties hereto agree to the terms and conditions contained herein for the provision of the Services.

SECTION 1. SCOPE OF SERVICES

1.1 Services. Client owns or leases various premises in the United States and appoints JLL to provide the Services with respect to such premises as set forth in this Agreement. JLL agrees to perform the Services on a national basis. JLL shall be the exclusive provider of the Services. JLL shall be compensated for the performance of Services as described in Exhibit B.

SECTION 2. NO GUARANTEES

Client acknowledges and agrees that JLL's obligation under this Agreement is to use reasonable efforts to cause each the project to be completed in accordance with budgets, schedules and other parameters approved by Client, but that JLL shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and shall not be liable for the errors, omissions or breaches of contract by any other party providing goods or services to any project. JLL, however, shall promptly notify Client when it reasonably anticipates that the project cannot be completed in accordance with the budgets, schedules and other parameters approved by Client.

SECTION 3. TERM, TERMINATION AND TERMS OF PAYMENT

3.1 Term and Termination without Cause. This Agreement shall commence on the Effective Date and terminate on May 1, 2019. Client may terminate this Agreement for any reason or no reason by providing five (5) days' prior written notice of such termination to the other party. In the case of Client termination during the first six (6) months of the Agreement, Client shall pay JLL a termination fee upon the effective date of the termination, calculated as two (2) times the monthly fee, plus any unpaid fees or expenses per Section 3.2 below.

3.2 Payment upon Termination. If this Agreement is terminated, such termination will be with respect to JLL's further representation of Client but will not affect Client's responsibility hereunder for the payment of, nor JLL's right to collect, any fees to which JLL is entitled for the Services rendered prior to the termination. JLL shall also receive payment for reimbursable expenses and other reasonable costs incurred prior to termination.

3.3 Intentionally Omitted.

3.4 JLL's engagement by Client and its submission of invoices or other forms of payment requests, are subject to compliance with the provisions of the Bankruptcy Code and relevant orders entered by the Bankruptcy Court in the Chapter 11 Cases.

SECTION 4. HAZARDOUS MATERIALS

Client acknowledges and agrees that JLL is not an expert in environmentally hazardous materials, including but not limited to, asbestos and/or PCB's, and that JLL is not providing any advice with respect to such materials. Client agrees to hire such experts as it deems necessary to investigate any environmentally hazardous materials at any property it intends to purchase or occupy.

SECTION 5. INDEMNIFICATION

Client agrees to defend (with counsel reasonably acceptable to JLL), indemnify and hold harmless JLL, its subsidiaries, affiliates and the employees, partners, officers and agents of each from and against all losses, liabilities, costs and expenses (including, without limitation, reimbursement of actual attorney's fees, expert witness fees and court costs) incurred either as a defendant or witness and arising out of claims by third parties, except to the extent such losses, liabilities, costs and expenses arise out of JLL's negligence, gross negligence, intentional misconduct or fraud. JLL shall indemnify, defend (with counsel reasonably acceptable to Client) and hold Client harmless from any and all losses, liabilities, costs and expenses, including reasonable attorney's fees and court costs (except to the extent covered by insurance carried by Client), arising out of claims by third parties and sustained or incurred by or asserted against Client by reason of or arising out of JLL's negligence, gross negligence, intentional misconduct or fraud.

SECTION 6. INSURANCE

During the term of this Agreement, JLL shall maintain the insurance set forth in Exhibit D, attached hereto and incorporated herein, with limits of liability not less than stated in Exhibit D.

SECTION 7. COMPLETE AGREEMENT/GOVERNING LAW

This Agreement, and all exhibits attached hereto, contains the entire agreement between the Client and JLL with respect to the Services and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing. If any provision of this Agreement is invalid under applicable law, such invalidity shall not affect the other provisions of this Agreement. This Agreement shall be construed under and interpreted in accordance with the internal laws of the state where the the Services are performed. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby; provided, that if the Bankruptcy Court does not have or abstains from exercising such jurisdiction, the parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute, and the parties hereby irrevocably consent to the jurisdiction of such courts and waive any objections as to venue or inconvenient forum.

SECTION 8. PERSONAL LIABILITY & CONSEQUENTIAL DAMAGES

Notwithstanding anything else contained herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations of the other party under this Agreement, and no officer, director, employee or shareholder of the other party shall be personally responsible for any such liabilities or obligations. Both parties waive any claims for loss of profits, consequential, punitive, exemplary or similar damages in connection with the performance of the Services under this Agreement, and, except for JLL's liability to third parties for bodily injury, death and property damage, in no event shall JLL's liability to Client exceed the greater of annual fees paid or One Million Dollars (\$1,000,000).

SECTION 9. Intentionally Omitted.

SECTION 10. ASSIGNMENT

This Agreement is binding on the parties hereto and their respective successors and assigns. This Agreement may not be assigned by JLL without the prior written consent of Client except to any other entity which acquires substantially all of the business and employees of JLL. JLL will notify Client of the effective date of any such assignment. Further, JLL may delegate all or a portion of the Services to be performed under this Agreement to any affiliate or local JLL entity upon prior notice and approval by Client (such approval not to be unreasonably withheld) provided that JLL will remain responsible for providing all such services and no additional compensation shall be due to any such person or entity without the prior written consent of Client.

SECTION 11. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement to the extent that such default or delay is due to circumstances beyond its control and unknown to it at the date of this Agreement, such circumstances including but not restricted to fire, flood, earthquake, diseases, epidemic, elements of nature or acts of God, acts of war, terrorism, government acts, strikes and legislative constraints, including, without limitation, unavailability of utilities and services, electric power and telecommunications services or any other similar cause beyond the reasonable control of such party ("Force Majeure Event"). In each and every Force Majeure Event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and provided such party continues to use commercially reasonable efforts to recommence performance or observance whenever and whatever extent possible without delay.

SECTION 12. PRESS RELEASE

Upon execution of this Agreement and entry of an order of the Bankruptcy Court approving JLL's engagement, JLL may release the following press information with Client's consent, such consent not to be unreasonably withheld: the existence and nature of the partnership between JLL and Client, including the services to be provided under the Agreement. Any additional information, such as specific quotes made by Client or its employees with respect to JLL, will require written approval by Client.

SECTION 13. MEDIATION

The parties will attempt in good faith to resolve any controversy or claim by negotiation or mediation.

SECTION 14. STATE-SPECIFIC PROVISIONS

State-specific provisions required by the various state licensing laws shall be provided in the Rider attached to this Agreement.

SECTION 15. SURVIVAL

The provisions of Sections 3.2, 3.3, 5, 6, 7, 8, and 15 of this Agreement shall survive the expiration or termination of this Agreement.

SECTION 16. NO EXCLUSIVITY

This Agreement memorializes JLL's non-exclusive engagement to provide the Services and Client may retain any other parties to provide any services as Client may desire.

SECTION 17. BROKERAGE SERVICES

Notwithstanding any provision to the contrary in this Agreement, nothing in this Agreement shall prohibit Client and JLL from entering into a separate agreement for JLL (including Donna Kolius and Pierce Owens) to act as Client's local broker on the sale of certain properties, if Client desires to engage JLL as its local broker on such properties. Further, nothing in this Agreement shall prohibit JLL from receiving a commission on a sale of any of Client's properties if JLL represents the prospective purchaser or counterparty to the transaction.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Client:

CLIENT

By: Jane S Borden

Name: Jane S Borden

Its: Archidient Real Estate

Address:

3333 Beverly Road
Hoffman Estates, IL 60179

Attn:

JLL:

Jones Lang LaSalle Americas, Inc.

By: Donna Kolius

Name: Donna Kolius

Its: Executive Vice President

Address: 1400 Post Oak Blvd #1100

Houston, TX 77056

EXHIBIT A
SCOPE OF SERVICES

REAL ESTATE ADVISORY SERVICES

JLL will perform the following Services:

A. Portfolio Management

Review assigned portfolio selected by Client and assist Client in developing disposition and marketing strategies for each individual location, designed to maximize value and reduce costs for Client. Leverage internal JLL research, capital markets, and transaction resources as needed to collect market data (i.e. Co-Star),

Review current property documents as necessary to deliver services and manage program,

Advise Client on establishing standardized marketing activity for each property and pro-actively setting market goals. Monitor and oversee all marketing activity,

Use JLL business intelligence tools to review data at a portfolio level and help guide Client's decision making & strategy, and

Develop and manage workflow and communication process, solicit approvals, and create reports.

B. Data Management

Create a web-accessible site which will serve as a tool to list and describe properties designated by the Client for sale, manage and track data, store documents and generate reports.

Enable the system to be password protected and to allow access (restricted as required) and use by Client personnel and project staff.

C. Broker Management

Assist Client in identifying and managing local broker network, which local brokers will list and market Client properties, and to assist in: completing due diligence as necessary, providing market comp data, and making strategic recommendations.

This Agreement is based on a portfolio of 200 properties. If Client desires JLL to provide the Services for more than 200 properties, then the parties will enter into an amendment to this Agreement to reflect the increased scope of Services and adjustment in compensation to JLL.

EXHIBIT B
COMPENSATION

COMPENSATION

Advisory Team Resources Fee: \$30,000/Month

This includes all services to be provided by JLL under the Agreement, including Advisory Team Resources fee.

Dedicated project website:

Marketing and property information, document library, Client reporting.

Initial one-time set-up fee: \$20,000
Ongoing monthly fee: \$2,500/Month

In addition, Client will reimburse JLL for any reasonable out-of-pocket expenses incurred as a part of performing the Services not to exceed \$20,000. Reimbursable items include, but are not limited to, expenses related to outside bankruptcy legal counsel, travel, parking, mileage, overnight and messenger services, phone and equipment use as determined by the Client's travel and expense policy. Notwithstanding anything contained herein and the attached, JLL understands and agrees that any such charges shall be consistent with the guidelines promulgated by the U.S. Trustee, relevant Bankruptcy Court orders, Local Bankruptcy Rules for the Southern District of New York and Federal Rules of Bankruptcy Procedure; provided, however, the parties agree that such guidelines shall not apply with respect to the compensation to be paid to JLL as set forth above.

EXHIBIT D

INSURANCE REQUIREMENTS

JLL's Insurance. JLL shall carry the following insurance, at its own expense:

Professional liability (errors and omissions) insurance in the amount of no less than \$2,000,000. Such insurance coverage shall be on claims made basis and shall remain in force for the term of this Agreement and for two (2) years following expiration or termination of this Agreement.

JLL's Professional Liability Policy must be maintained with companies having an A.M. Best's rating of A- VII or better. JLL shall provide Client with certificates of insurance evidencing such Policy within ten (10) days of the execution of this Agreement. All certificates shall also indicate that JLL's insurers shall endeavor to provide Client thirty (30) days advanced notice in the event of cancellation or non-renewal of coverage.

Mutual Waiver. Each party waives any claims against the other party for damage to its property and will cause its respective insurance carriers to waive all rights of subrogation with respect to losses payable and waives all claims with respect to any deductible or self-insured retention.

RIDER TO REAL ESTATE ADVISORY SERVICES AGREEMENT

(Attached)

RIDER TO REAL ESTATE ADVISORY SERVICES AGREEMENT

This Rider supplements the terms of the Real Estate Advisory Services Agreement (the “Agreement”) to which it is attached and in the event of any conflict between the provisions set forth in this Rider and the Agreement, the terms and provisions of this Rider shall control. Capitalized terms used in this Rider that are not otherwise defined in this Rider shall have the meanings given to them in the Agreement.

STATE-SPECIFIC PROVISIONS (ARIZONA)

Notice of Right to Broker’s Lien. Owner acknowledges that the Owner’s failure to pay JLL any leasing commission under this Agreement may give rise to lien rights as provided by Section 33-1071 et seq. of the Arizona Revised Statutes.

Agency Notification. Owner confirms Owner’s receipt and acknowledgment of the publication required by Arizona law to be provided to Owner by JLL, entitled “Real Estate Licensees’ Duties to the Client,” attached hereto as Exhibit I.

EXHIBIT B

Global Real Property Asset Sales Engagement Letter

REAL ESTATE ADVISORY SERVICES AGREEMENT
(December 2018 Sales Process for Real Estate)

This Real Estate Advisory Services Agreement (this “Agreement”) is dated December 6, 2018, but made to be effective as of November 26, 2018 (“Effective Date”), between Sears Holdings Corporation, a Delaware corporation (“Client”) and Jones Lang LaSalle Americas, Inc., a Texas corporation (“JLL”).

WHEREAS, Client wishes to retain JLL to provide real estate advisory services by acting as Client’s non-exclusive national coordinator of sales of certain leasehold or owned property listed on the Real Estate Sales Process Letter (the RE Sales Process Letter) dated November 30, attached as Exhibit A and to provide such advice in connection therewith as Client may request (collectively, the “Services”). Any leasehold or owned property listed on the RE Sales Process Letter is covered by this Agreement.

WHEREAS, Client and certain of its subsidiaries each commenced a voluntary case (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code currently pending before the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, JLL wishes to provide the Services, as more fully defined in Exhibit B, to Client.

NOW THEREFORE, for and in consideration of the mutual covenants, the parties hereto agree to the terms and conditions contained herein for the provision of the Services.

SECTION 1. SCOPE OF SERVICES

1.1 Services. Client owns or leases various premises in the United States and appoints JLL to provide the Services with respect to such premises as set forth in this Agreement. JLL agrees to perform the Services on a national basis. JLL shall be compensated for the performance of Services as described in Exhibit C.

SECTION 2. NO GUARANTEES

Client acknowledges and agrees that JLL’s obligation under this Agreement is to use reasonable efforts to cause the project to be completed in accordance with budgets, schedules and other parameters approved by Client, but that JLL shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and shall not be liable for the errors, omissions or breaches of contract by any other party providing goods or services to the project. JLL, however, shall promptly notify Client when it reasonably anticipates that the project cannot be completed in accordance with the budgets, schedules and other parameters approved by Client.

SECTION 3. TERM, TERMINATION AND TERMS OF PAYMENT

3.1 Term and Termination without Cause. This Agreement shall commence on the Effective Date and terminate on March 1, 2019 (“Term”). Client may terminate this Agreement for any reason or no reason by providing five (5) days’ prior written notice of such termination to the other party. In the case of Client termination prior to the termination date, Client shall pay a termination fee equal to the lesser of the remaining fee and

two (2) months fee upon the effective date of the termination, plus any unpaid fees or expenses per Section 3.2 below.

- 3.2 **Payment upon Termination.** If this Agreement is terminated, such termination will be with respect to JLL's further representation of Client but will not affect Client's responsibility hereunder for the payment of, nor JLL's right to collect, any fees to which JLL is entitled for the Services rendered prior to the termination. JLL shall also receive payment for reimbursable expenses and other reasonable costs incurred prior to termination.
- 3.3 **Intentionally Omitted.**
- 3.4 JLL's engagement by Client and its submission of invoices or other forms of payment requests, are subject to compliance with the provisions of the Bankruptcy Code and relevant orders entered by the Bankruptcy Court in the Chapter 11 Cases.

SECTION 4. HAZARDOUS MATERIALS

Client acknowledges and agrees that JLL is not an expert in environmentally hazardous materials, including but not limited to, asbestos and/or PCB's, and that JLL is not providing any advice with respect to such materials. Client agrees to hire such experts as it deems necessary to investigate any environmentally hazardous materials at any property it intends to purchase or occupy.

SECTION 5. INDEMNIFICATION

Client agrees to defend (with counsel reasonably acceptable to JLL), indemnify and hold harmless JLL, its subsidiaries, affiliates and the employees, partners, officers and agents of each from and against all losses, liabilities, costs and expenses (including, without limitation, reimbursement of actual attorney's fees, expert witness fees and court costs) incurred either as a defendant or witness and arising out of claims by third parties resulting from (directly or indirectly), or related to, the Services or actions or omissions of JLL or the Client taken pursuant to this Agreement or in any written agreement entered into in connection with this Agreement, except to the extent such losses, liabilities, costs and expenses arise out of JLL's negligence, gross negligence, intentional misconduct or fraud. JLL shall indemnify, defend (with counsel reasonably acceptable to Client) and hold Client harmless from any and all losses, liabilities, costs and expenses, including reasonable attorney's fees and court costs (except to the extent covered by insurance carried by Client), arising out of claims by third parties and sustained or incurred by or asserted against Client by reason of or arising out of JLL's negligence, gross negligence, intentional misconduct or fraud.

SECTION 6. INSURANCE

During the term of this Agreement, JLL shall maintain the insurance set forth in Exhibit D, attached hereto and incorporated herein, with limits of liability not less than stated in Exhibit D.

SECTION 7. COMPLETE AGREEMENT/GOVERNING LAW

This Agreement, and all exhibits attached hereto, contains the entire agreement between the Client and JLL with respect to the Services and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, amended, or discharged,

except by an agreement in writing. If any provision of this Agreement is invalid under applicable law, such invalidity shall not affect the other provisions of this Agreement. This Agreement shall be construed under and interpreted in accordance with the internal laws of the state where the Services are performed. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby; provided, that if the Bankruptcy Court does not have or abstains from exercising such jurisdiction, the parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute, and the parties hereby irrevocably consent to the jurisdiction of such courts and waive any objections as to venue or inconvenient forum.

SECTION 8. PERSONAL LIABILITY & CONSEQUENTIAL DAMAGES

Notwithstanding anything else contained herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations of the other party under this Agreement, and no officer, director, employee or shareholder of the other party shall be personally responsible for any such liabilities or obligations. Both parties waive any claims for loss of profits, consequential, punitive, exemplary or similar damages in connection with the performance of the Services under this Agreement, and, except for JLL's liability to third parties for bodily injury, death and property damage, in no event shall JLL's liability to Client exceed the greater of annual fees paid or One Million Dollars (\$1,000,000).

SECTION 9. Intentionally Omitted.

SECTION 10. ASSIGNMENT

This Agreement is binding on the parties hereto and their respective successors and assigns. This Agreement may not be assigned by JLL without the prior written consent of Client except to any other entity which acquires substantially all of the business and employees of JLL. JLL will notify Client of the effective date of any such assignment. Further, JLL may delegate all or a portion of the Services to be performed under this Agreement to any affiliate or local JLL entity upon prior notice and approval by Client (such approval not to be unreasonably withheld) provided that JLL will remain responsible for providing all such services and no additional compensation shall be due to any such person or entity without the prior written consent of Client.

SECTION 11. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement to the extent that such default or delay is due to circumstances beyond its control and unknown to it at the date of this Agreement, such circumstances including but not restricted to fire, flood, earthquake, diseases, epidemic, elements of nature or acts of God, acts of war, terrorism, government acts, strikes and legislative constraints, including, without limitation, unavailability of utilities and services, electric power and telecommunications services or any other similar cause beyond the reasonable control of such party ("Force Majeure Event"). In each and every Force Majeure Event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and provided such party continues to use commercially reasonable efforts to recommence performance or observance whenever and whatever extent possible without delay.

SECTION 12. PRESS RELEASE

Upon execution of this Agreement and entry of an order of the Bankruptcy Court approving JLL's engagement, JLL may release press information describing this agreement provided the information is approved by Client prior to its release, with Client's consent not to be unreasonably withheld. The press information will be limited to the existence and nature of the Agreement between JLL and Client, including the services to be provided under the Agreement. Any information released by JLL, such as specific quotes made by Client or its employees with respect to JLL, will require prior approval by Client.

SECTION 13. MEDIATION

The parties will attempt in good faith to resolve any controversy or claim by negotiation or mediation.

SECTION 14. STATE-SPECIFIC PROVISIONS

State-specific provisions required by the various state licensing laws shall be provided in the Rider attached to this Agreement.

SECTION 15. SURVIVAL

The provisions of Sections 3.2, 3.3, 5, 6, 7, 8, and 15 of this Agreement shall survive the expiration or termination of this Agreement.

SECTION 16. NO EXCLUSIVITY

This Agreement memorializes JLL's non-exclusive engagement to provide the Services and Client may retain any other parties to provide any services as Client may desire.

SECTION 17. BROKERAGE SERVICES

Notwithstanding any provision to the contrary in this Agreement, nothing in this Agreement shall prohibit Client and JLL from entering into a separate agreement for JLL (including Donna Kolius and Pierce Owens) to act as Client's local broker on the sale of certain properties, if Client desires to engage JLL as its local broker on such properties. JLL may also act as a broker for individual buyers for a limited number of properties; provided, however, that (i) JLL will promptly disclose any such engagement to Client; (ii) no personnel working on this assignment or advising Client will be involved in any buyer representation and all personnel working for or advising Client will be subject to a "Chinese Wall" from any buyer representation; and (iii) if JLL is separately retained as the selling broker and JLL also represents a potential buyer, JLL will seek Client's written approval to such dual representation. If Client does not approve such dual representation, Client may terminate any separately agreed upon listing agreement with JLL and engage a third-party broker to represent Client in such transaction. Nothing in this Section 17 shall be construed to affect or reduce the compensation to JLL under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLIENT:

Sears Holdings Corporation

By: Jane S Borden

Name: Jane S Borden

Its: President - Real Estate

Address: _____

3333 Beverly Road
Hoffman Estates, IL 60179

Attn: _____

JLL:

Jones Lang LaSalle Americas, Inc.

By: Donna Kolius

Name: **Donna Kolius**

Its: **Executive Vice President**

Address: **1400 Post Oak Blvd #1100**

Houston, TX 77056

EXHIBIT A

REAL ESTATE SALES PROCESS LETTER DATED NOVEMBER 30, 2018

(Attached)

If the parties amend this Agreement to include additional properties and/or leaseholds, then JLL shall be entitled to an increase in compensation, which shall be set forth in such amendment.



Donna Kolius
Executive Vice President
JLL Disposition Services - U.S.
1400 Post Oak Blvd, Suite 1100
Houston, TX 77056
Tel +1 844-280-3247

December [●], 2018

Address Line 1
Address Line 2
Address Line 3
Address Line 4

Attn: [Primary Contact(s)]

Ladies and Gentlemen:

On behalf of Sears Holdings Corporation and its affiliated debtors and debtors in possession (collectively, "Sears" or the "Company"), Jones Lang LaSalle Americas, Inc. ("JLL") is pleased to invite you to submit a non-binding indication of interest (an "Indicative Bid") in connection with a possible acquisition of certain fee owned real property or leased property interests, or other real property assets pursuant to a sale (each a "Transaction") under sections 363 and 365 of title 11 of the United States Code (the "U.S. Bankruptcy Code").

This letter sets forth the following information and guidelines with respect to submitting an Indicative Bid only and is being furnished to you due to your expressed interest in a potential Transaction.

JLL has been engaged as a real estate advisor by Sears to, among other things, advise on the Company's potential sales of certain of its owned and leased real property and/or other real property assets. As such, the Company has requested JLL to solicit preliminary Indicative Bids for the acquisition of one or more of such real property assets to enable the Company to potentially identify one or more parties ("Interested Parties") to be invited to proceed with a more detailed due diligence review and, thereafter, to submit a definitive offer ("Definitive Bid") that may result in the execution of one or more binding purchase agreements with the Company (each, a "Definitive Agreement").

The Company will have maximum flexibility in evaluating the Indicative Bids, including the ability to accept a single bid or multiple partial bids for any assets or combinations of assets that the Company determines to sell, at the direction of the Company's Restructuring Committee.

For all bids, the Company is soliciting cash and non-cash consideration (e.g. equity, hybrid, fee, debt, or designation rights) bids for part or all of the assets subject to this process.

The Company and its advisors will evaluate the Indicative Bids to inform the overall process, but also to identify potential candidate(s) to engage in further negotiations and, to the extent multiple Indicative Bids are placed on certain assets, designate such party or parties as a "stalking horse".

Please submit your Indicative Bid to the individual listed below no later than **5:00 p.m. New York time on December 28, 2018**. Please feel free to submit your Indicative Bid prior to December 28, 2018; the Company will consider Indicative Bids as they are received. Your Indicative Bid should be signed on behalf of your organization by a duly authorized officer and should be submitted via email to:

Donna Kolius
Executive Vice President
JLL, Disposition Services
1400 Post Oak Boulevard, Suite 1100
Houston, Texas 55056
Tel: 844-280-3247
dispositionservices@am.jll.com

Indications of interest and bids relating to other assets of the Company, including acquisition of the Company or going concern bids, should be sent directly to the Company's investment banker, Lazard Frères & Co. LLC ("Lazard"). Lazard may be reached at the following e-mail address: project.blue.rx@lazard.com. A process letter for going concern and liquidation bids has been distributed separately.

Virtual Data Room, Q&A, Conference Calls, and Site Visits

- i. **Virtual Data Room:** To facilitate your due diligence process, you will be, or have already been, invited to access a virtual data room ("Virtual Data Room") subject to the execution of a confidentiality agreement with the Company (the "Confidentiality Agreement"). Please note that all information available in the Virtual Data Room is and must be treated as confidential information pursuant to the Confidentiality Agreement.
- ii. **Additional Diligence Requests:** The Company and their advisors will work to accommodate all reasonable requests for additional information and due diligence access from potential Interested Parties. Please submit written questions or additional information requests to JLL. We kindly ask you list every information request or question individually, indicating those that are considered to be high priority, and avoid duplicative information requests or questions.
- iii. **Questions for Management or Subject Matter Experts:** Requests for management conference calls on specific topics (to address due diligence inquiries, respond to outstanding questions, or clarify responses or information provided in the Virtual Data Room or otherwise) will be evaluated on a case-by-case basis. You will be asked to submit questions or topics for conference calls in advance to JLL.
- iv. **Site Visit:** Requests for a site visit to Company locations will be evaluated on a case-by-case basis.

All discussions regarding your Indicative Bid and the guidelines outlined herein should be directed to the JLL representatives. **Under no circumstances should the Company, its employees, or employees of its affiliates be contacted directly, unless otherwise approved in writing by the Company.**

Terms and Conditions to Be Addressed in the Indicative Bid

Submitted Indicative Bids must comply with the below requirements to be considered:

- i. **Scope of Transaction:** Describe the contemplated Transaction and provide a clear description of the assets that you intend to acquire (and liabilities assumed, if applicable).¹
- ii. **Consideration:** The total purchase price to be paid by you upon closing of a Transaction. Cash consideration paid in full at closing is preferred; however, other forms of consideration will be considered, including (i) credit bids, and/or (ii) other non-cash consideration (e.g., stock, seller-financed debt, etc.).
- iii. **Other Value:** If the value of the bid includes non-cash components, including contracts and leases to be assumed and assigned, assumed liabilities, etc., the bid should include a detailed analysis of the value and any back-up documentation to support such value.
- iv. **Required Approvals:** Identify all required approvals, if any, and include a statement that you will obtain all approvals required to purchase the applicable assets.
- v. **Financial Wherewithal:** State that you are financially capable of consummating the Transaction(s) contemplated, including sufficient evidence to allow a determination of the same, and, if applicable, provide information supporting your ability to provide adequate assurance of future performance, including copies of any commitment letters.
- vi. **Allocation:** Bid must include an allocation of value to various assets included in the Transaction if multiple assets are included.
- vii. **Advisors:** Please include the identity of any outside advisors (e.g., legal, financial, accounting or consultants) that you have engaged or would consider engaging to assist you in the Transaction, indicating whether or not they have already been engaged.
- viii. **Contact Information:** Your Indicative Bid must include a list of contacts (and contact information) with whom JLL can discuss your Indicative Bid, as well as any relevant contact information for your advisors, if applicable.
- ix. **Other Information:** Please include any other information that you would deem relevant for the Company and its advisors to evaluate your Indicative Bid.

The selection of Interested Parties will be determined by the Company in its sole discretion and the Company reserves the right to reject any bidder from further due diligence and discussions of a Definitive Bid. Should you be selected to participate in the Definitive Bid process, you will be provided with a form of purchase agreement.

¹ A schedule of the Company's owned and leased real property and/or other real property assets available for sale is set forth on the Company's website <https://restructuring.primeclerk.com/sears/Home-DocketInfo>

Other Information

If you have executed or will execute a Confidentiality Agreement with the Company, its terms apply to the process as outlined in this letter. As a result, pursuant to the terms and conditions of the Confidentiality Agreement, you must keep all information received regarding the Company pursuant to the Confidentiality Agreement, including your participation in the bidding process, strictly confidential.

The Company shall have the right, in a manner consistent with its fiduciary duties and applicable law, to modify these procedures at any time, including: to waive terms and conditions with respect to any Interested Party, extend deadlines, conduct an auction and provide reasonable accommodations to any Interested Party with respect to terms, conditions and deadlines of the bidding and, if applicable, auction process to promote further bids on any assets.

Neither the Company nor JLL nor any of the Company's representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of any information provided to you or your representatives by the Company or its representatives in connection with matters contemplated hereby. Only those representations and warranties that may be made in a Definitive Agreement, when, as and if executed and subject to such limitations and restrictions as may be specified therein, shall have any legal effect, and you agree that if you determine to engage in a Transaction, such determination will be based solely on the terms of such Definitive Agreement and on your own investigation, analysis and assessment of a Transaction. Except as provided in any such Definitive Agreement, neither the Company nor any of its representatives shall have any liability to you or your affiliates or representatives, resulting from the use of, or reliance on, any information provided to you or your representatives. By submitting an Indicative Bid, you acknowledge that you are relying solely on your own independent investigation and evaluation of the fee interests and leasehold interests and that you accept the terms of this letter. You will bear all costs and expenses related to this process, your investigation and evaluation of the assets designated by the Company for sale or that you otherwise incur in connection with your evaluation of a Transaction, including, without limitation, the fees and disbursements of your own legal counsel, agents and advisors, whether or not the Company proceeds with your Indicative Bid.

On October 15, 2018 the Company and certain affiliated debtors filed voluntary petitions for relief under chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York. In the context of the Company's bankruptcy process, any Definitive Agreement that the Company may execute with you or others may be subject to court approval under the applicable provisions of the U.S. Bankruptcy Code. The Company's legal counsel, Weil, Gotshal & Manges LLP, is available to discuss the U.S. bankruptcy process and any implications thereof with respect to a Transaction.

On behalf of the Company, we appreciate your interest and look forward to working with you.

Very truly yours,

Jones Lang LaSalle Americas, Inc.

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
1	9711	Russellville	AR	2821 East Main St	72801	Kmart	Lease
2	3707	Lake Havasu City	AZ	1870 Mc Culough Blvd	86403	Kmart	Lease
3	4598	Tucson	AZ	7055 E Broadway St	85710	Kmart	GL
4	4762	Antioch	CA	3625 East 18th Street	94509	Kmart	Lease
5	3699	Apple Valley	CA	20777 Bear Valley Road	93208	Kmart	Owned
6	7819	Atascadero	CA	3980 El Camino Real	93422	Kmart	Lease
7	9603	Auburn	CA	2505 Bell Rd	95603	Kmart	Lease
8	7653	Big Bear Lake	CA	42126 Big Bear Blvd	92315	Kmart	Lease
9	7756	Bishop	CA	1200 N Main St	93514	Kmart	Lease
10	3334	Burbank	CA	1000 San Fernando Road	91504	Kmart	Lease
11	7185	Camarillo	CA	940 Ansel Rd	93010	Kmart	Lease
12	3086	Chico	CA	2155 Pflueger Rd	95926	Kmart	Lease
13	3582	Clovis	CA	1075 Shaw Ave	93612	Kmart	Lease
14	7098	Concord	CA	5100 Clayton Road	94521	Kmart	Lease
15	4527	Costa Mesa	CA	2200 Bristol Road	92626	Kmart	Lease
16	3845	Delano	CA	112 County Line Rd	93215	Kmart	Lease
17	3725	Freedom	CA	1702 Freedom Boulevard	95019	Kmart	GL
18	9748	Grass Valley	CA	111 W Mc Knight Way	95949	Kmart	Lease
19	3749	Hollister	CA	491 Tres Pinos Road	95023	Kmart	GL
20	4819	Lakeport	CA	2019 South Main	95453	Kmart	Lease
21	3982	Lemoore	CA	215 W Hanford Armonia Rd	93245	Kmart	Lease
22	9328	Long Beach	CA	2900 Battlione Blvd	90815	Kmart	GL
23	7225	Los Angeles	CA	6310 W 3rd Street	90036	Kmart	Lease
24	7390	McKinleyville	CA	1500 Anna Sparks Way	95521	Kmart	Lease
25	3345	Modesto	CA	1351 E Hatch Rd	95351	Kmart	Lease
26	4421	North Hollywood	CA	13097 Sherman Way	91005	Kmart	Lease
27	3842	Oakdale	CA	175 Illeg Avenue	95361	Kmart	Lease
28	3483	Ontario	CA	2530 S Euclid Ave	91762	Kmart	Lease
29	9551	Paradise	CA	6609 Clark Road	95969	Kmart	Lease
30	3501	Petaluma	CA	2911 N Mc Dowell Blvd	91054	Kmart	Lease
31	3531	Pine	CA	1500 Fitzgerald Dr	91526	Kmart	Lease
32	7371	Placerville	CA	2623 N Main Street	95657	Kmart	Lease
33	3678	Portola	CA	1855 Main Street	92065	Kmart	Lease
34	4349	Redwood City	CA	1155 Veteran's Blvd	94083	Kmart	Lease
35	4706	Riverside	CA	375 E Alejandro Blvd	92508	Kmart	Lease
36	7175	Riverside	CA	7840 Lemonade Ave	92509	Kmart	Lease
37	3412	Salinas	CA	1050 North Dixie Road	93907	Kmart	Lease
38	7639	Santa Paula	CA	695 Faulkner Road	93060	Kmart	Lease
39	9797	Scots Valley	CA	270 Mt Hermon Rd	95086	Kmart	GL
40	9153	South Lake Tahoe	CA	1056 Emerald Bay Rd	98150	Kmart	Lease
41	3078	Spring Valley	CA	935 Sweetwater Rd	91977	Kmart	Lease
42	3174	Stockton	CA	2180 E Mariposa Rd	95205	Kmart	Lease
43	4751	Tehachapi	CA	710 West Tehachapi	93581	Kmart	Lease
44	3823	Temecula	CA	26171 Ynez Road	95591	Kmart	GL
45	3127	Temple City	CA	5665 N Rosemead Blvd	91780	Kmart	Lease
46	9761	Victoria	CA	3247 W Noble Ave	93277	Kmart	Lease
47	3235	West Covina	CA	730 South Orange	91790	Kmart	Lease
48	4857	Desert Hot Springs	CA	14011 Palm Drive	92240	Kmart	Owned
49	4537	Desert Hot Springs	CA	2623 N Highland Blvd	92373	Kmart	GL
50	3368	Redlands	CA	100 W Redlands	93555	Kmart	Owned
51	4371	Santa Maria	CA	2875 Santa Maria Way	80537	Kmart	Lease
52	7329	Loveland	CO	2665 W Eisenhower	81008	Kmart	Lease
53	4453	Pueblo	CO	3415 N Elizabeth St	06160	Kmart	Lease
54	3105	Miford	CT	529 Bridgeport Ave	06160	Kmart	Lease
55	3216	Vernon	CT	295 Hartford Turnpike	06795	Kmart	Lease
56	7109	Watertown	CT	595 Straits Turnpike	19701	Kmart	Lease
57	4807	Bear	DE	301 Governor Place	16971	Kmart	Lease
58	7725	Rehoboth Beach	DE	19583 Coastal Hwy, Unit A	18203	Kmart	Lease
59	3873	Wilmington	DE	4700 Limestone Road	33488	Kmart	Lease
60	3317	Boca Raton	FL	1401 W Palmetto Park Rd	34209	Kmart	Lease
61	7321	Bradenton	FL	7321 Manatee Ave West	34222	Kmart	Lease
62	4803	Ellenton	FL	6126 Highway 301	32608	Kmart	Lease
63	3424	Gainesville	FL	900 N W 76 Boulevard	33020	Kmart	Lease
64	3818	Hollywood	FL	3890 Oakwood Blvd	30307	Kmart	Lease
65	9614	Holiday	FL	101399 Overseas Highway	33001	Kmart	Lease
66	4725	Key West	FL	2928 Nw Roosevelt Blvd	33482	Kmart	Lease
67	3269	Lakeland	FL	1000 W Dade	33050	Kmart	Lease
68	9224	Marathon	FL	5581 Overseas Hwy	33186	Kmart	Lease
69	3074	Miami	FL	14091 S W 87th Street	33184	Kmart	Lease
70	3793	Miami	FL	12350 S W 87th Street	33126	Kmart	Lease
71	1728	Miami	FL	3825 77th Street North W	33709	Kmart	Lease
72	4355	St. Petersburg	FL	4501 68th Street N	32960	Kmart	Lease
73	7294	Vero Beach	FL	1501 U S 1	32548	Kmart	Owned
74	3223	Fort Walton Beach	FL	209 Irvin N E	30014	Kmart	Lease
75	3713	Covington	GA	6239 Turner Lake Road	30289	Kmart	Lease
76	3973	Peachtree City	GA	400 Crosstown Road	96913	Kmart	Owned
77	7705	Tamuning	GU	404 N Marine Dr Rd 1	50511	Kmart	Lease
78	9220	Algona	IA	1501 Hwy 169 N	50616	Kmart	Lease
79	7787	Charles City	IA	1405 South Grand	51012	Kmart	Lease
80	9222	Cherokee	IA	1111 N 2nd	51503	Kmart	Lease
81	3097	Council Bluffs	IA	2893 E Kanesaw Blvd	50595	Kmart	Lease
82	9309	Webster City	IA	2307 Superior	83501	Kmart	Lease
83	7033	Lewiston	ID	1000 4th & 2nd St	83301	Kmart	Lease
84	7000	Twin Falls	ID	2250 Adeline Ave East	83455	Kmart	Lease
85	4381	Burley	ID	7325 W 79th Street	66018	Kmart	Lease
86	3371	Chubbuck	ID	34-34 Yst. Addison	66018	Kmart	Lease
87	4214	Des Plaines	IL	1155 Calton St	61285	Kmart	Lease
88	3297	Holone	IL	5009 23rd Ave	60708	Kmart	Lease
89	9348	Normal	IL	4210 N Harlem Ave	62301	Kmart	Lease
90	4433	Quincy	IL	3701 Broadway St	60475	Kmart	Lease
91	7289	Steger	IL	3231 Chicago Rd	62702	Kmart	Owned
92	4048	Springfield	IL	3250 Clear Lake Rd	46036	Kmart	Lease
93	9124	Elwood	IN	1519 State Road 37 S	46319	Kmart	Lease
94	9354	Griffith	IN	430 W Ridge Rd	46241	Kmart	GL
95	3251	Indianapolis	IN	6780 W Washington St	47546	Kmart	Lease
96	3823	Jasper	IN	723 3rd Ave	46901	Kmart	Lease
97	7243	Kokomo	IN	705 North Dixon	48970	Kmart	Lease
98	9630	Peru	IN	11 Sherwood Square	47374	Kmart	Lease
99	7246	Richmond	IN	3150 National Road West	48383	Kmart	GL
100	7042	Valparaiso	IN	281 Calumet Ave	46820	Kmart	Lease
101	9122	Warrick	IN	1350 U S 2 East	06112	Kmart	Lease
102	4215	Kings City	KS	7836 10th Ave	67408	Kmart	Lease
103	7169	Salina	KS	400 South Broadway	30711	Kmart	Lease
104	3029	Erlanger	KY	600 C W Stevens Blvd	41113	Kmart	Lease
105	7220	Garrison	KY	Northridge S/C Us Hwy 127	42642	Kmart	Lease
106	3941	Russell Springs	KY	411 Russell Dyche Hwy	42501	Kmart	Lease
107	7255	Somerset	KY	2849 Veterans Blvd	70002	Kmart	Lease
108	4810	Metcairie	LA	7000 Veterans Memorial	70003	Kmart	Lease
109	7223	Melairie	LA	252 Main St	01720	Kmart	Lease
110	7104	Acton	MA	484 Boston Rd	01821	Kmart	Lease
111	3288	Billerica	MA	2001 Main Street	02301	Kmart	Lease
112	4107	Brockton	MA	703 Lyons Rd	02601	Kmart	Lease
113	3040	Hyannis	MA	Wlbraham Road (Cr 20)	01069	Kmart	Owned
114	9255	Palmer	MA	77 Middlesex Ave	02145	Kmart	Lease
115	3406	Somerville	MA	Rout 12	01570	Kmart	Lease
116	9692	Webster	MA	2211 Northampton St	01040	Kmart	Owned
117	3433	Holyoke	MA	800 Northampton Woods Rd	21234	Kmart	Lease
118	3256	Baltimore	MD	1201 Solumwood Land Rd	21037	Kmart	Lease
119	7713	Bethesda	MD	1003 W Parklak St	21746	Kmart	Lease
120	3131	Frederick	MD	1713 Massey Blvd	21740	Kmart	Lease
121	3172	Hazletown	MD	6111 Reeds Road	20783	Kmart	Lease
122	3793	Hanover	MD	6163 Oxon Hill Road	20749	Kmart	Lease
123	3654	Oxon Hill	MD	835 Solomons Island Rd N	20878	Kmart	Lease
124	3807	Prince Frederick	MD	14014 Connecticut Ave	20906	Kmart	Lease
125	4399	Silver Spring	MD	200 Kent Landing	21668	Kmart	Lease
126	7673	Stevensville	MD	603 Center St	04210	Kmart	Lease
127	3021	Auburn	ME	58 Western Avenue	04330	Kmart	Lease
128	7133	Augusta	ME	417 Main Street	04756	Kmart	Lease
129	9521	Madawaska	ME	18 Elm Plaza	04901	Kmart	Lease
130	3380	Waterville	ME	2095 Rawsonville Rd	43111	Kmart	Lease
131	3155	Bellefonte	MI				

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
132	3820	Charlevoix	MI	08600 M-66 North	49720	Kmart	Lease
133	9557	Gratiot	MI	2425 S Gratiot	49738	Kmart	Lease
134	3819	Hastings	MI	802 West State Street	49058	Kmart	Lease
135	3303	Lake Orion	MI	1025 M-24	48360	Kmart	Lease
136	3841	Marshall	MI	15861 Michigan Avenue	49068	Kmart	Lease
137	7031	Menominee	MI	1101-7Th Ave	49858	Kmart	GL
138	7088	Midland	MI	1820 S Saginaw Rd	48640	Kmart	Lease
139	9583	Oscoda	MI	5719 N US 23	48750	Kmart	Lease
140	3379	Waterford Twp	MI	5109 Dixie Hwy	49329	Kmart	Lease
141	9385	Clio	MI	4290 W Vienna Rd	48420	Kmart	Owned
142	6663	Maine City	MI	6730 S River Road	48039	Kmart	Lease
143	4206	Warren	MI	2000 Teal Mile Rd	42091	Kmart	Owned
144	6689	International Falls	MN	1606 Hwy 11-71	56849	Kmart	Lease
145	3405	Minneapolis	MN	10 W Lake Street	55408	Kmart	GL
146	4331	Roseville	MN	2000 University St	55960	Kmart	Lease
147	3059	St Paul	MN	245 E Marydale Ave	55117	Kmart	Lease
148	7021	Cape Gadsden	MO	11 South Kings Hwy 61	63703	Kmart	Lease
149	9353	Crystal City	MO	155 Twin City Mall	30319	Kmart	Lease
150	4304	Florissant	MO	1 Flower Valley Shopping Ctr	63033	Kmart	Lease
151	3239	Kansas City	MO	7100 NW Prairie View Rd	61151	Kmart	GL
152	4026	St. Joseph	MO	2901-5 N Bell Hwy	64506	Kmart	Lease
153	7719	Columbus	MS	2303 Highway 45 N	39701	Kmart	Lease
154	9520	Gulfport	MS	12057-A Highway 49	30503	Kmart	Lease
155	5808	Hamilton	MT	1235 North First Street	59840	Kmart	Lease
156	7030	Kalsville	MT	2024 Us Hwy 2 E	59901	Kmart	Lease
157	3886	Acheyville	NC	98 Brevard Road	23006	Kmart	Lease
158	4112	Asheville	NC	1001 Patton Ave	28806	Kmart	Lease
159	7203	Clemmons	NC	2455 Levee/Lake-Clemmon	27012	Kmart	Lease
160	3744	Kill Devil Hills	NC	1091 N Croatan Highway	27948	Kmart	GL
161	9619	Morehead City	NC	4511 Anindell St	28557	Kmart	Lease
162	9549	Morganton	NC	101-12 Bect Rd	28855	Kmart	Lease
163	9667	Rocky Mount	NC	831 St Forks Road	27815	Kmart	Lease
164	4150	Raleigh	NC	4500 University	27026	Kmart	Lease
165	3809	Statesville	NC	1530 East Broad Street	28225	Kmart	Lease
166	7620	Waynesville	NC	1300 Delwood Road	23780	Kmart	Lease
167	4272	Bismarck	ND	2625 State St	56503	Kmart	Lease
168	4057	Fargo	ND	2301 S University Dr	58103	Kmart	Lease
169	4022	Grand Forks	ND	1900 S Washington St	52201	Kmart	Lease
170	4353	Minot	ND	1-20Th Ave S E	58701	Kmart	Lease
171	9319	Alliance	NE	1515 W 3Rd	69301	Kmart	Lease
172	3175	Hopkinton	NH	1267 Hopkinton Rd	30106	Kmart	Lease
173	4448	Salem	NH	161 S Broadway	30379	Kmart	Lease
174	7048	West Lebanon	NH	200 S Main	3784	Kmart	Lease
175	3438	Avenel	NJ	1550 St George Ave	07001	Kmart	Lease
176	7177	Bellville	NJ	371-411 Main Street	07109	Kmart	Lease
177	3993	Glastonbury	NJ	779 Deleca Dr N	06028	Kmart	Lease
178	3499	Kearny	NJ	200 Passaic Ave	07032	Kmart	Lease
179	9463	Somers Point	NJ	250 New Rd (Rt 91	05244	Kmart	GL
180	3071	Toms River	NJ	213 Highway 37 E	08753	Kmart	Lease
181	4173	Trenton	NJ	1081 Washington-Mercerville	08010	Kmart	Lease
182	7602	Walt	NJ	1825 Highway 35	07719	Kmart	Lease
183	3056	Wayne	NJ	1020 Hamburg Turnpike	07474	Kmart	Lease
184	4470	West Long Branch	NJ	109 Monmouth Rd	07784	Kmart	Lease
185	9413	West Orange	NJ	235 Prospect Ave	07052	Kmart	Lease
186	3202	Wethersfield	NJ	700 Broadway	07875	Kmart	Lease
187	7035	Farmington	NM	3000 East Main St	87402	Kmart	Lease
188	7018	Hobbs	NM	2220 North Grimes St	82420	Kmart	Lease
189	3301	Santa Fe	NM	1712 St Michael's Dr	87505	Kmart	Lease
190	7017	Roswell	NM	1705 S Main St	88203	Kmart	Owned
191	3502	Las Vegas	NV	5051 E Bonanza Rd	69110	Kmart	Lease
192	4741	Bataan	NY	8363 Lewiston Road	14020	Kmart	Lease
193	9589	Bath	NY	Plaza 15 Route 415	14010	Kmart	Lease
194	3862	Bohemia	NY	5151 Sunrise Hwy	11718	Kmart	GL
195	9423	Bridgehampton	NY	2044 Montauk Hwy	11932	Kmart	Lease
196	7654	Bronx	NY	300 Baychester Avenue	10475	Kmart	GL
197	9420	Bronx	NY	1913 Bruckner Blvd	10473	Kmart	Lease
198	3415	Brooklyn	NY	101-12	14216	Kmart	Lease
199	4571	Farmington	NY	2380 North Ocean Ave	11730	Kmart	Lease
200	9274	Greenwich	NY	West Main St R D #1	12634	Kmart	GL
201	7065	Horseheads	NY	1020 Center Street	12849	Kmart	Lease
202	9381	Huntington	NY	839 New York Ave	11743	Kmart	Lease
203	9415	Mahopac	NY	987 Route 6	10511	Kmart	Lease
204	4034	Mottsville	NY	2803 Brewerton Rd	13211	Kmart	Lease
205	7749	New York	NY	250 W 34Th St	10119	Kmart	Lease
206	7777	New York	NY	770 Broadway	10603	Kmart	Lease
207	4123	Niagara Falls	NY	2590 Military Rd	14304	Kmart	Lease
208	4868	Riverhead	NY	605 Old Country Rd	11901	Kmart	Lease
209	3600	Schenectady	NY	93 West Campbell Rd	12306	Kmart	Lease
210	7676	Sidney	NY	171 Delaware Ave	13830	Kmart	Lease
211	7677	Wellsboro	NY	121 Bolivar Rd	14895	Kmart	Lease
212	0392	West Seneca	NY	349 Orchard Park Rd	14224	Kmart	Lease
213	9416	White Plains	NY	399 Tarrytown Rd	10507	Kmart	Lease
214	9414	Yonkers Heights	NY	Rte 118-355 Downing Dr	10528	Kmart	Lease
215	4720	Yonkers	NY	975 Pleasant Ave	14701	Kmart	Owned
216	4028	Overbury	NY	800 Dixie Avenue	12036	Kmart	Owned
217	7332	Barberton	OH	241 W Wooster Rd North	14203	Kmart	Lease
218	3280	Brunswick	OH	3301 Center Rd	44212	Kmart	Lease
219	4337	Chillicothe	OH	1470 North Bridge Street	45601	Kmart	Lease
220	3013	Cleveland	OH	7701 Broadview Road	44131	Kmart	Lease
221	7209	East Liverpool	OH	15801 State Rt 170	43920	Kmart	Lease
222	9098	Fostoria	OH	620 Plaza Dr	44830	Kmart	Lease
223	7397	Grove City	OH	2400 Stringtown Road	43123	Kmart	Lease
224	7644	Harrison	OH	10560 Harrison Avenue	45030	Kmart	Lease
225	7477	Marietta	OH	502 Park Street	45750	Kmart	Lease
226	4257	Middleburg Heights	OH	17840 Bagley Rd	44130	Kmart	Lease
227	3243	North Canton	OH	1417 N Main St	47209	Kmart	Lease
228	3142	Tallmadge	OH	555 South Ave	44278	Kmart	Lease
229	4782	Clinton	OK	2501 Redwheel Drive	73801	Kmart	Lease
230	4455	Beaverton	OR	3655 S W Murray Blvd	97005	Kmart	Lease
231	3839	Corvallis	OR	400 North East 1st Circle Blv	97330	Kmart	Lease
232	3888	The Dalles	OR	291 W West 30th St	97598	Kmart	Lease
233	3381	Atherton	PA	150 S Pennhurst St	18103	Kmart	Lease
234	4150	Albion	PA	528 W Penn Road	10602	Kmart	Lease
235	9161	Berwick	PA	1520 W Front St	10003	Kmart	Lease
236	7718	Carlisle	PA	1180 Walnut Bottom Rd	17013	Kmart	Lease
237	3225	Chambersburg	PA	1005 Wayne Ave	17201	Kmart	Lease
238	7293	Clifton Heights	PA	713 E Baltimore Pike	19018	Kmart	Lease
239	3411	Columbia	PA	3975 Columbia Ave	17512	Kmart	Lease
240	3737	Doylestown	PA	4377 Route 313	18901	Kmart	Lease
241	7192	Easton	PA	320 South 25th Street	18242	Kmart	Lease
242	3266	Edwardsville	PA	U S Route 11 Mark Plaza	18704	Kmart	Lease
243	3963	Elizabethtown	PA	1605 South Market Street	17022	Kmart	Lease
244	9602	Ephrata	PA	1127 S State St	17522	Kmart	Lease
245	4113	Erie	PA	2873 W 26th Street	16506	Kmart	Lease
246	3597	Holmes	PA	609 Mercade Blvd	19043	Kmart	Lease
247	7470	Hummelstown	PA	1170 Mae Street	17936	Kmart	Lease
248	7699	Lebanon	PA	1745 Quainton	17042	Kmart	Lease
249	7372	Leechburg	PA	471 Leechburg Park Road	15630	Kmart	Lease
250	3884	Montrose	PA	111 High Dr S Ste 722	18336	Kmart	Lease
251	7033	New Castle	PA	2650 Elwood Rd	18101	Kmart	Lease
252	4054	New Kensington	PA	100 Tantrum Rd	15688	Kmart	Lease
253	4081	North Versailles	PA	1901 Lincoln Hwy	16137	Kmart	Lease
254	3527	Philadelphia	PA	7111 Roosevelt Blvd	19149	Kmart	Lease
255	9409	Phoenixville	PA	1000 Nutt Rd	19480	Kmart	Lease
256	4010	Pittsburgh	PA	680 Butler Street	15223	Kmart	Lease
257	9438	Pleasant Hills	PA	729 Clayton Blvd/Rte 51	15236	Kmart	Lease
258	3130	Shillington	PA	1 Parkside Ave	19007	Kmart	Lease
259	9539	Thomdale	PA	3205 Lincoln Hwy	19372	Kmart	Lease
260	4713	Towanda	PA	Rt 4 Bradford Town Ctr	18348	Kmart	Lease
261	3954	Walnutport	PA	400 North Best Av	12028	Kmart	Lease
262	7374	West Chester	PA	985 Paoli Pike	19380	Kmart	Lease

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
263	3285	Wilkes-Barre	PA	910 Wilkes-Barre Twp Blvd	18702	Kmart	Lease
264	3390	Williamsport	PA	1915 E Third St	17701	Kmart	Lease
265	3510	Willow Street	PA	2600 N Willow Street Pha	17524	Kmart	Lease
266	3949	Wind Gap	PA	203 Main Rd	18091	Kmart	Lease
267	3529	Pittsburgh	PA	990 W View Park Dr	15229	Kmart	Owned
268	4732	Aguadilla	PR	Road 2 Km 126 5	00605	Kmart	Lease
269	7566	Arecibo	PR	State Road 2 Km 50 2	00612	Kmart	Lease
270	7570	Bayamon	PR	Plaza Rio Hondo & Comercio Ave	00661	Kmart	Lease
271	7788	Bayamon	PR	Pr 167 & Las Cumbres	00957	Kmart	Lease
272	4258	Caguas	PR	Calle Batances Final #400	00726	Kmart	Lease
273	7419	Caguas	PR	Rafael Cordero & Hwy. 30	00725	Kmart	Lease
274	7665	Carolina	PR	657th Infantry Ave	00985	Kmart	Lease
275	7446	Cayey	PR	Carr Rt #1 - Km 106	00736	Kmart	Lease
276	9391	Fajardo	PR	Eastern Reg'l S/C, State Road #3	00738	Kmart	Owned
277	3853	Gigantes	PR	Pr #22 & Pr #3	00784	Kmart	Owned
278	7768	Gigantes	PR	Pr 20 And Esmeralda	00606	Kmart	Lease
279	7703	Hato Rey	PR	Pr #22 & Pr #18	00918	Kmart	GL
280	3093	Juana Diaz	PR	State Rd 149&State Rd 584	00795	Kmart	Lease
281	3882	Mayaguez	PR	Pr Rt #2, Km 149 5	00680	Kmart	Lease
282	7741	Ponce	PR	2643 Ponce Bypass	00728	Kmart	Lease
283	4844	Rio Piedras	PR	9410 Ave Los Romanos	00926	Kmart	Lease
284	3896	San German	PR	Castro Perez Ave (Pr 122)	00683	Kmart	Lease
285	4490	San Juan	PR	Caparra Hgts - San Patricio S/C Roosevelt & San Patricio Avenues	00920	Kmart	Lease
286	4494	Trujillo Alto	PR	200 Carr 181	00979	Kmart	Lease
287	7784	Vega Alta	PR	Car 2, Estatal Plaza Caribe Mall	00692	Kmart	Lease
288	7752	Yauco	PR	St 128 & Gr 2 Km 0 5	00698	Kmart	Lease
289	4016	Greenville	SC	Church St Extencio	29605	Kmart	Lease
290	7616	Lexington	SC	748 W Main Street	29072	Kmart	Lease
291	7274	Mauldin	SC	129 West Butler Avenue	29662	Kmart	Lease
292	7043	Rock Hill	SC	2302 Cherry Rd	29732	Kmart	Lease
293	7062	Sumter	SC	1143 Broad St	29150	Kmart	Lease
294	4111	West Columbia	SC	1000 W Columbia Hwy	20169	Kmart	Lease
295	4170	Rand City	SD	1111 W North St	57701	Kmart	Lease
296	7460	Kosciusko	TN	6609 Maynardville Pike, Ne	37365	Kmart	Lease
297	9821	Lebanon	TN	1443 W Main St	37027	Kmart	Lease
298	9735	Sevierville	TN	217 Forks Of Roer Pkwy	37802	Kmart	Lease
299	3147	Kingston	TN	1605 E Stone Dr	37660	Kmart	Owned
300	4389	McAllen	TX	1801 S South 10th Street	78503	Kmart	Lease
301	9794	St. George	UT	785 S Bluff	84770	Kmart	Lease
302	4483	Anaconda	VA	4251 John Marr Drive	22003	Kmart	Lease
303	3471	Chesapeake	VA	2001 South Military Hwy	23320	Kmart	Lease
304	7415	Springfield	VA	6364 Springfield Plaza	22150	Kmart	Lease
305	3785	Tabb	VA	5007 Victory Blvd	23493	Kmart	Lease
306	7717	Waynesboro	VA	2712 W Main St	22980	Kmart	Lease
307	7259	Williamsburg	VA	118 Waller Mill Rd	23195	Kmart	Lease
308	7413	Fredericksburg	VA	Remainder Matricula #1	00840	Kmart	Lease
309	3672	St. Croix	VI	Suny Isle S/C, Space #1	00820	Kmart	Lease
310	3829	St. Thomas	VI	251 A Tuna Park Mall	00802	Kmart	Lease
311	7793	St. Thomas	VI	90000 Beckhart Gdn, S/C, Ste 1	00802	Kmart	Lease
312	3133	Bethlehem	WA	1001 E Main St	58226	Kmart	Lease
313	7034	Valls	WA	2200 East Isaacs Ave	00926	Kmart	Lease
314	3722	Burlington	WA	1550 S Burlington Blvd	82233	Kmart	Owned
315	4117	Spokane	WA	4110 E Sprague Ave	99202	Kmart	Owned
316	7648	Maston	WA	800 North Union	53948	Kmart	Lease
317	3692	Oconomowoc	WI	1450 Summit Avenue	53066	Kmart	Lease
318	3851	Racine	WI	5141 Douglas Ave	53402	Kmart	Lease
319	7649	Ripon	WI	1290 West Fond Du Lac St	54971	Kmart	Lease
320	3750	Waupaca	WI	830 West Fulton St	54981	Kmart	Lease
321	4395	Cudahy	WI	6077 S Packard Avenue	53110	Kmart	Owned
322	3088	Kenosha	WI	4100 52nd St	53144	Kmart	Owned
323	4188	Charleston	WV	1701 4th Ave W	25387	Kmart	Lease
324	4442	Charleston	WV	6531 McCorkle Avenue S E	25304	Kmart	Lease
325	3484	Elkview	WV	I-79/Us 43 Crossings Mall	25071	Kmart	Lease
326	3724	Scott Depot	WV	101 Great Tieys Blvd	25560	Kmart	Lease
327	4736	Casper	WY	4000 East 2nd St	82609	Kmart	Lease
328	4863	Gillette	WY	2100 S 2nd Street, Douglas Hwy	82716	Kmart	Lease
329	7139	Jobson	WY	510 S Hwy 89	83207	Kmart	Lease
330	2027	Wasilla	AK	1000 S Eeward Mandina Rd	80654	Sears	GL
331	2819	Fairbanks	AK	3115 Airport Way	69709	Sears	Owned
332	2306	Garden	AL	1001 Rainbow Dr	35201	Sears	Lease
333	1136	Riverchase	AL	2500 Riverchase Galleria	35241	Sears	Owned
334	2120	Hot Springs	AR	4501 Central Ave Ste 101	71913	Sears	Lease
335	1206	North Little Rock	AR	3930 McCain Blvd	72116	Sears	Lease
336	1169	Chandler	AZ	3177 Chandler Village Dr	85228	Sears	Lease
337	2358	Flagstaff	AZ	4800 N Us Highway 89	86004	Sears	Lease
338	1793	Gilendale	AZ	7780 W Arrowhead Towne Cr	85303	Sears	Lease
339	1078	Mesa/East	AZ	6515 E Southern Ave	85206	Sears	Lease
340	1768	Paradise	AZ	4604 E Cactus Rd	85032	Sears	Lease
341	1703	Phoenix-Desert Sky	AZ	7011 W Thomas Rd	85033	Sears	Lease
342	2218	Prescott	AZ	3400 Gateway Blvd	63033	Sears	Lease
343	2047	Sierra Vista	AZ	2250 El Mercado Loops	85035	Sears	Lease
344	1728	Tucson	AZ	4570 N Oracle Rd	85705	Sears	GL
345	2078	Yuma	AZ	3150 S 4th Ave	85364	Sears	Lease
346	1318	Baldwinfield	CA	3000 S 4th Ave	85364	Sears	Lease
347	1018	Bolinas Highlands	CA	3755 Capri Rossa Dr	80638	Sears	Lease
348	1008	Boyle	CA	2650 E Olympic Blvd	80023	Sears	Lease
349	1263	Buena Park	CA	8150 La Palma Ave	8920	Sears	Lease
350	1828	Burbank	CA	111 E Magnolia Blvd	01602	Sears	GL
351	1678	Carlsbad	CA	2541 El Camino Real	82008	Sears	GL
352	1510	Centex	CA	109 Los Cenitos Mall	90703	Sears	Lease
353	1358	Chula Vista	CA	585 Broadway	91045	Sears	Lease
354	1098	Clovis	CA	1140 Shaw Ave	93612	Sears	Lease
355	1380	Costa Mesa	CA	3333 Bristol St	92626	Sears	Lease
356	1988	El Centro	CA	3751 S Dogwood Ave	92243	Sears	Lease
357	2628	Eureka	CA	3300 Broadway	95501	Sears	Lease
358	1403	Florin	CA	5901 Florin Rd	95823	Sears	Lease
359	1203	Fresno	CA	3638 N Blackstone Ave	93726	Sears	Lease
360	1088	Glendale	CA	236 N Central Ave	91203	Sears	GL
361	1240	Hayward	CA	660 W. Winter Ave	91545	Sears	Lease
362	2028	Homestead	CA	2200 W Florida Ave	92545	Sears	GL
363	2298	Modesto	CA	1000 S Olive Ave	95346	Sears	Lease
364	1816	Modesto	CA	100 Veterans Park Mall	95356	Sears	Lease
365	1748	Montclair	CA	5080 Montclair Pkwy	01783	Sears	Lease
366	1998	Montebello	CA	1401 N Montebello Blvd	90610	Sears	Lease
367	1883	Morongo Valley	CA	22550 Town Cr	82553	Sears	Lease
368	1168	No Hollywood	CA	12121 Victory Blvd	81608	Sears	Lease
369	1508	Northridge	CA	9301 Tampa Ave	91321	Sears	Lease
370	1968	Palm Desert	CA	72-280 Hwy 111	82260	Sears	Lease
371	1019	Pleasanton	CA	1700 Stoneridge Dr	94588	Sears	Lease
372	1818	Rancho Cucamonga	CA	8250 Day Creek Blvd	91730	Sears	GL
373	1788	Richmond	CA	2300 Hilltop Mall Rd	94086	Sears	Owned
374	1208	Riviera	CA	5281 Arlington Ave	02504	Sears	Lease
375	1683	Gaines	CA	1702 N Main St	93906	Sears	Lease
376	1398	San Bernardino	CA	100 Inland Cr	92408	Sears	Lease
377	1478	San Bruno	CA	1178 El Camino Real	94068	Sears	Lease
378	1486	San Jose-Eastside	CA	2180 Tully Rd	95122	Sears	Lease
379	2138	Santa Barbara	CA	3845 State St	93105	Sears	Lease
380	2303	Santa Cruz	CA	4010 Capitola Rd	95062	Sears	Lease
381	2083	Santa Maria	CA	2001 Tropicana	93454	Sears	Lease
382	1658	Santa Rosa	CA	400 Santa Rosa Pk	95191	Sears	Lease
383	1108	Temecula	CA	40710 Winchester Rd	92591	Sears	GL
384	1273	Torrance	CA	23100 Hawthorne Blvd	90503	Sears	Lease
385	2059	Tracy	CA	3350 Naglee Rd	95304	Sears	Lease
386	1148	Ventura	CA	3295 E Main St	93003	Sears	Lease
387	2829	Victorville	CA	14120 Bear Valley Rd	92392	Sears	Lease
388	2068	Visalia	CA	3501 S Moonway Blvd	93277	Sears	Lease
389	1189	West Covina	CA	1200 Plz Dr	91790	Sears	Lease
390	1149	Whittier	CA	15600 Whitewood Ln	90603	Sears	Lease
391	2238	Yuba City	CA	1235 Colusa Ave	95991	Sears	Lease
392	2288	Anisoch	CA	2600 Somerville Rd	94509	Sears	Owned
393	1223	Arden	CA	1601 Arden Way	95015	Sears	Lease

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
364	1365	Concord	CA	1001 Sunvalley Blvd	94520	Sears	GL
365	1309	Downey	CA	500 Stonewood St	90241	Sears	GL
366	1768	Encino	CA	210 E Via Rancho Pkwy	92025	Sears	GL
397	1209	Long Beach	CA	2100 N Bellflower Blvd	90815	Sears	Owned
368	1378	Orange	CA	2100 N Tustin St	92865	Sears	GL
399	1068	Palmdale	CA	1345 W Avenue P	93551	Sears	Owned
400	1048	Pasadena	CA	3801 E Foothill Blvd	91107	Sears	GL
401	1228	Stockton	CA	5110 Pacific Ave	95207	Sears	GL
402	1141	Aurora	CO	14200 E Alameda Ave	80012	Sears	Lease
403	1131	Centennial	CO	7001 S University Blvd	80122	Sears	Lease
404	1221	Chapel Hills	CO	1650 Briargate Blvd	80920	Sears	Lease
405	1111	Colorado Springs	CO	2950 Southgate Rd	80906	Sears	GL
406	1467	Ft Collins	CO	205 E Foothill Pkwy	80525	Sears	GL
407	2361	Grand Junction	CO	1001 Market Mall	81505	Sears	Lease
408	1071	Lakewood	CO	10785 W 38th Ave	80215	Sears	Owned
409	1271	Littleton/Denver	CO	8501 W Bowler Ave	80101	Sears	Owned
410	1221	Pueblo	CO	3201 Dillon Dr	80098	Sears	Owned
411	1831	Thornton	CO	16395 Washington St	80023	Sears	Lease
412	1303	Danbury	CT	7 Beckus Ave (Ex 3 Rd 84)	80810	Sears	Lease
413	1134	Milford	CT	1201 Boston Post Rd - Sp 2095	06160	Sears	Lease
414	1193	Waterford	CT	2950 Hartford Trpk	06385	Sears	Lease
415	1443	Manchester	CT	190 Buckland Hills Dr	06940	Sears	Owned
416	1043	Meriden	CT	470 Lewis Ave	06451	Sears	Owned
417	1853	Wilmington	DE	4737 Concord Pike	19803	Sears	Owned
418	1755	Baynton Beach	FL	801 N Congress Ave	33426	Sears	Lease
419	2565	Bradenton	FL	303 Us Hwy 301 Blvd W	34205	Sears	Lease
420	1007	Brandon	FL	689 Brandon Town Center Mall	33511	Sears	Lease
421	2485	Brooksville	FL	13085 Cortez Blvd	34813	Sears	GL
422	1125	Coral Gables	FL	3655 Sw 22nd St	33145	Sears	Lease
423	1075	Daytona Beach	FL	1700 W Ind Speedway Blvd	32114	Sears	Owned
424	1715	Doral(Miami)	FL	1625 Nw 107th Ave	33172	Sears	Lease
425	1195	Ft Lauderdale	FL	901 N Federal Hwy	33304	Sears	GL
426	1485	Ft Lauderdale	FL	1125 Cleveland Ave Suite 28	33901	Sears	Lease
427	1345	Hialeah/Westland	FL	1625 W 40th St	33012	Sears	Lease
428	2315	Jensen Beach(Stuart)	FL	3342 N Federal Hwy Us 1	34467	Sears	Lease
429	2215	Key West	FL	3209 N Roosevelt Blvd	33040	Sears	Lease
430	1865	Lakeland	FL	3200 Us Highway 68 N Sta 500	33809	Sears	Lease
431	2745	Leesburg	FL	10401 Us Highway 41 Bia 2002	34788	Sears	Lease
432	2245	Melbourne	FL	1050 S Babcock St	32901	Sears	Lease
433	1365	Miami/Culver Rdg	FL	20701 Blv 112th Ave	33189	Sears	Lease
434	2056	Mry Est/Ft Wrtch Bch	FL	300 Mary Esther Blvd	32569	Sears	Lease
435	2695	Naples	FL	2009 9th St N	34102	Sears	Lease
436	1068	Ocala	FL	3100 Sw College Rd Ste 300	34174	Sears	Lease
437	1456	Orlando	FL	1360 Oviedo Blvd	32765	Sears	GL
438	2005	Panama City	FL	733 N Highway 231	32405	Sears	Lease
439	1775	Pembroke Pines	FL	12055 Pine Blvd	33026	Sears	Lease
440	1205	Pompano Beach	FL	2251 N Federal Hwy	33082	Sears	Lease
441	2145	Port Charlotte	FL	1441 Tamiami Trl	33048	Sears	Lease
442	2135	Sebring	FL	961 Us 27 N St 130	33870	Sears	Owned
443	1635	Tallahassee	FL	1500 N Monroe Pkwy	32399	Sears	GL
444	1745	Tampa/Westshore	FL	347 Westshore	32256	Sears	Lease
445	1465	Tampa-University	FL	2268 University Square Mall	32012	Sears	Lease
446	1068	The Avenues	FL	10322 Southside Blvd	32071	Sears	Owned
447	1058	Coral Springs	FL	9565 W Atlantic Blvd	32952	Sears	Owned
448	1175	Merit Island	FL	777 E Merritt Island Cswy	32073	Sears	Owned
449	1485	Orange Pk	FL	1910 Wells Rd	32809	Sears	Owned
450	1285	Orlando-South	FL	8001 S Orange Blossom Trl	33410	Sears	GL
451	1765	Palm Beach Gardens	FL	3101 Pga Blvd	34668	Sears	Owned
452	2285	Port Richey	FL	9409 Us Highway 19 N St 101	32966	Sears	Owned
453	1015	Vero Beach	FL	8200 20th St Sta 300	30339	Sears	Lease
454	1385	Atlanta	GA	1500 Cumberland Mall Se	30501	Sears	Lease
455	2505	Gainesville	GA	150 Pearl Nw Pkwy	31408	Sears	Lease
456	1305	Savannah	GA	7810 Abercorn St	30608	Sears	Owned
457	2845	Athens	GA	3700 Atlanta Hwy Ste 270	30909	Sears	Owned
458	1035	Augusta	GA	3450B Wrightsboro Rd	31525	Sears	Owned
459	2065	Brunswick	GA	100 Mall Blvd Ste 300	30135	Sears	Owned
460	1095	Douglasville	GA	6500 Old Douglas Blvd	30136	Sears	Owned
461	1165	Kennesaw	GA	300 N Peachtree Blvd Pkwy Nw	30701	Sears	Lease
462	1578	Alta Oaks-Pearl Rdg	HI	98-180 Kamemehama Hwy	96720	Sears	Lease
463	2380	Hilo(Sur)	HI	111 E Puainako St	96318	Sears	Lease
464	1881	Honolulu	HI	1605 Kapiolani Blvd	96744	Sears	Lease
465	1738	Kaneohe(Sur)	HI	46-556 Kamemehama Hwy	96732	Sears	GL
466	2142	Kahului Maui(Sur)	HI	275 Kaahumanu Ave Sta 1000	4480 Sergeant Rd	Sears	Lease
467	3422	Sioux City	IA	4480 Sergeant Rd	51108	Sears	Lease
468	1229	Bonne	ID	460 N Mavukene St	83704	Sears	Lease
469	2273	Idaho Falls	ID	2300 E 17th St	83404	Sears	Lease
470	2840	Bloomington	IL	1631 E Empire St	61701	Sears	Lease
471	1840	Fairview Hts	IL	235 Saint Clair Sq	62208	Sears	GL
472	1740	Joliet	IL	3340 Mell Loop Dr	80431	Sears	Lease
473	1212	N Riverside	IL	7503 W Cermak Rd	60546	Sears	Lease
474	1290	Niles	IL	400 Goff Mall Ctr	60714	Sears	Lease
475	1300	Oakbrook	IL	2 Oakbrook Ctr	60523	Sears	Lease
476	2990	Rockford-Cherryvale	IL	7200 Hamson Ave	61112	Sears	Lease
477	1172	Waukegan	IL	5 Stratford Sq Gary & Schick	60108	Sears	Owned
478	1840	Chicago Ridge	IL	6500 57th St	60115	Sears	Owned
479	1321	Pearl	IL	1200 W 19th Memorial Dr Ettr 998	61618	Sears	Owned
480	1670	Schurz	IL	2 Woodfield Mall	60173	Sears	Owned
481	1820	West Dundee	IL	5000 Spring Hill Mall	60118	Sears	Owned
482	1830	El Wayne	IN	4201 Coldwater Rd	48305	Sears	Lease
483	1470	Greenwood	IN	1251 Us Highway 31 N	46142	Sears	Lease
484	2600	Terre Haute	IN	3401 S Us Highway 41	47802	Sears	Lease
485	1850	Merrillville	IN	2300 Southgate Mall	46410	Sears	Owned
486	2290	Michigan City	IN	3901 Franklin St	46360	Sears	Owned
487	1800	Michigan City	IN	6501 Grant Rd Us 23	46515	Sears	Owned
488	1161	Victoria-Town East	KS	7700 E Kellogg Dr	62707	Sears	GL
489	2548	Bowling Green	KY	2025 Scottsville Rd	42104	Sears	Lease
490	1790	Louisville-Okolona	KY	4807 Outer Loop	40219	Sears	Lease
491	1730	Florence	KY	3000 Mall Rd	41012	Sears	Owned
492	2018	Hammond	LA	2000 Sw Railroad Ave	70403	Sears	Lease
493	1226	Metairie	LA	4400 Veterans Mem Blvd	70006	Sears	Lease
494	1167	Blacksburg	LA	6501 Babonneau Blvd	70336	Sears	Owned
495	1213	Ashley	MA	365 Southbridge St	61931	Sears	Lease
496	1203	Braintree	MA	285 Southgate St	62184	Sears	Lease
497	1319	Cambridge	MA	100 Cambridge St	62311	Sears	GL
498	1213	Hanover	MA	1755 Washington St	62339	Sears	Lease
499	1273	Holylene	MA	50 Holyoke St	61040	Sears	Lease
500	2323	Hyannis	MA	793 Lymanough Road Rte 132	20601	Sears	Lease
501	1133	Leominster	MA	100 Commercial Rd	01453	Sears	Lease
502	1403	Natick	MA	1235 Worcester Rd &	01760	Sears	Lease
503	2373	Not Dartmouth	MA	100 N Dartmouth Mall	02747	Sears	Lease
504	1053	Saugus	MA	1325 Broadway	01906	Sears	Lease
505	1223	Brockton-Westgate	MA	200 Westgate Dr	02301	Sears	GL
506	1104	Marlborough	MA	521 Lynch Blvd	01752	Sears	Owned
507	1033	N Attleboro	MA	1009 S Washington St	02780	Sears	Owned
508	2934	Taunton	MA	8 Galena Mall Dr	02780	Sears	Owned
509	1725	Annapolis	MD	1040 Annapolis Mall	21401	Sears	Lease
510	1374	Bel Air	MD	658 Baltimore Pike	21014	Sears	GL
511	1424	Bethesda	MD	7100 Democracy Blvd	20917	Sears	Lease
512	2034	Bethel	MD	16100 Emmons Way	20716	Sears	Lease
513	1844	Columbia	MD	16200 Little Patuxent Pkwy	21044	Sears	Lease
514	2774	Cumberland	MD	1282 Vicks Rd	21502	Sears	Lease
515	2654	Frederick	MD	5500 Buckeystown Pike	21703	Sears	Lease
516	1754	Gaithersburg	MD	701 Russell Ave	20577	Sears	Lease
517	1013	Glen Burnie	MD	7900 Gov Ritchie Hwy	21061	Sears	GL
518	1773	Saltzburg	MD	2306 N Salzburg Blvd	21801	Sears	Lease
519	2903	Westminster	MD	400 N Center St	21157	Sears	Lease
520	1634	Baltimore-West	MD	6901 Security Sq Blvd	21244	Sears	Owned
521	1854	Parkville	MD	8200 Perry Hall Blvd	21236	Sears	Owned
522	1304	Silver Spring	MD	11255 New Hampshire Ave	20904	Sears	GL
523	1074	Waldorf	MD	11170 Mall Circle	20903	Sears	Owned
524	2203	Brunswick	ME	8 Gurnet Rd	04011	Sears	Lease

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
526	2193	St. Portland	ME	400 Marine Mall Rd	04106	Sears	Owned
528	1390	Ann Arbor	MI	900 Branwood Cir	48108	Sears	Lease
527	2650	Jackson	MI	1250 Jackson Ying -14	40202	Sears	Lease
528	1170	Lansing	MI	3131 E Michigan Ave	48912	Sears	Lease
529	1250	Lincoln Park	MI	2100 Southfield Rd	48118	Sears	Lease
530	2040	Battle Creek	MI	5575 B Drive N	49015	Sears	Owned
531	1011	Grandville	MI	3622 Riverbend Pkwy Sw	49418	Sears	Owned
532	1460	Livonia	MI	29500 7 Mile Rd	48152	Sears	Owned
533	1182	Muskegon	MI	5500 Harvey St	49441	Sears	Owned
534	1760	Novi	MI	27800 Nov Rd	48377	Sears	Owned
535	1110	Portage	MI	6780 S Wedgewood Ave	49024	Sears	Owned
536	1590	Saginaw	MI	4900 Fashion Square Mall	48004	Sears	Owned
537	1092	Westland	MI	35000 Warren Rd	48185	Sears	GL
538	1722	Bloomington	MN	2000 N E Court	55425	Sears	GL
539	1112	Minnetonka	MN	12431 Wayzata Blv	55305	Sears	Lease
540	1052	St Paul	MN	425 Rice St	55103	Sears	Lease
541	1822	Cape Girardeau	MO	330 Beale Dr	63701	Sears	Owned
542	1251	Independence	MO	3777 E 29th St S	64057	Sears	Owned
543	1042	Joplin	MO	101 N Rangeley Rd	64001	Sears	GL
544	1171	Springfield	MO	2828 S Gleckman Ave	65804	Sears	Owned
545	1182	St Peters	MO	3 Mill Rivers Mall Dr	63376	Sears	Owned
546	2105	Tupelo	MS	1001 Bamee Crossing Rd	38204	Sears	Lease
547	1166	Meridian	MS	1740 Bonita Lakes Cir	39301	Sears	GL
548	2105	Burlington	NC	100 Colonial Mall	27215	Sears	Lease
549	1475	Durham	NC	6910 Fayetteville Rd Ste 400	27713	Sears	Owned
550	1045	Durham-Northgate	NC	1620 Guess Rd	27701	Sears	Lease
551	1405	Fayetteville	NC	400 Cross Creek Mall	28303	Sears	Lease
552	2225	Goldsboro	NC	703 N Berkeley Blvd	27534	Sears	Lease
553	1335	Greensboro	NC	3200 W Friendly Ave	27408	Sears	GL
554	2755	Jacksonville	NC	344 Jacksonville Mall	28546	Sears	Lease
555	1648	Pineville	NC	11033 Carolina Place Pkwy	28134	Sears	Lease
556	1905	Raleigh (Crabtree)	NC	4801 Glenwood Ave Unit 1	27812	Sears	Lease
557	1375	Winston Salem	NC	3320 Glaz Creek Pkwy	27103	Sears	Lease
558	1165	Concord	NC	1000 S Main St	28025	Sears	Owned
559	2175	Greenville	NC	240 Carolina East Mall	27834	Sears	Owned
560	2515	Hickory	NC	1940 US Highway 70 Se	28802	Sears	Owned
561	1655	Raleigh	NC	7320 Old Wake Forest Rd	27535	Sears	Owned
562	2421	Grand Island	NE	175 Conestoga Mall	88603	Sears	Lease
563	1041	Omaha	NE	7424 Dodge St	68114	Sears	GL
564	2101	Lincoln	NE	6460 O St	68510	Sears	Owned
565	2023	Concord	NH	270 Louden Rd	03301	Sears	Lease
566	2443	Manchester	NH	1500 S Willow St	03103	Sears	Lease
567	1313	Nashua	NH	310 Daniel Webster Hwy Ste 102	03060	Sears	Lease
568	2883	Portsmouth	NH	50 Fox Run Rd Ste 74	03801	Sears	Lease
569	1003	Salem	NH	77 Rockingham Park Blvd	03079	Sears	Lease
570	1464	Deplford	NJ	1750 Deptford Center Rd	02096	Sears	Lease
571	1204	Freehold	NJ	3710 US Hwy 9 Ste 1160	07723	Sears	Lease
572	1573	Middletown	NJ	1500 Highway 35	07749	Sears	Lease
573	1434	Wayne	NJ	50 Route 46	07470	Sears	Lease
574	1684	Woodbridge	NJ	150 Woodbridge Ctr Ct	07095	Sears	GL
575	1094	Hackensack	NJ	100 Main St	07601	Sears	GL
576	1044	Jersey City/Neptune	NJ	50 Main St	07310	Sears	GL
577	1814	Livingston	NJ	3 Orange Ave & Walnut St	07030	Sears	Owned
578	1554	Maplewood	NJ	4100 Black Horse Pike	09354	Sears	GL
579	1494	Morestown	NJ	Rt 38 And Lancia Rd	02057	Sears	GL
580	1314	New Brunswick	NJ	51 US Hwy 1	08901	Sears	Owned
581	1764	Rockaway	NJ	Rt 20 & Mt Hope Ave	07868	Sears	Owned
582	1287	Coronado	NM	6500 Menaul Blvd Ne Ste 700	87110	Sears	Lease
583	2597	Farmington	NM	4601 E Main St	87402	Sears	Lease
584	2527	Las Cruces	NM	700 S Telchaz Blvd	82011	Sears	Lease
585	1709	Henderson	NV	1245 W Warm Springs Rd	89013	Sears	GL
586	1828	Las Vegas	NV	4355 Grand Canyon Dr	89147	Sears	GL
587	1328	Las Vegas(Bldv)	NV	3420 S Maryland Pkwy	91059	Sears	Lease
588	1668	Las Vegas(Meadow)	NV	4000 Meadow Ln	89107	Sears	Lease
589	1984	Buffalo/Hamburg	NY	63701 McKinley Pkwy	14219	Sears	Lease
590	2453	Glen Falls	NY	Axton Rd	12804	Sears	Lease
591	2744	Horseheads/Elmira	NY	3300 Chambers Rd	14845	Sears	GL
592	2584	Lakewood	NY	Rt 35 & Hunt Blvd	14750	Sears	Lease
593	1404	Massapequa	NY	800 Sunrise Mall	11758	Sears	GL
594	1414	Namesake	NY	15 W Route 59 Ste 100	10554	Sears	Lease
595	2933	New Hyde Park	NY	100 Union Tpke	11000	Sears	Lease
596	2593	Newburgh	NY	1401 Route 200	12550	Sears	Lease
597	1894	Rochester	NY	10 Miracle Mkt Dr	14223	Sears	GL
598	2173	Saratoga	NY	3065 Route 50	12866	Sears	Lease
599	1024	Staten Island	NY	283 Platinum Ave	10314	Sears	Lease
600	1584	Victor	NY	200 Eastview Mall	14564	Sears	Lease
601	2683	Watertown	NY	4100 Belden Village Mall	13601	Sears	Lease
602	1674	White Plains	NY	100 E Eastgate Blvd	10601	Sears	Lease
603	1733	Yonkers	NY	Rte 07(Ny St) & Cross Ctr Pkwy	10704	Sears	Lease
604	1944	Yorktown Hts	NY	600 Lee Blvd	10598	Sears	Lease
605	1114	Brooklyn	NY	2307 Beverley Rd	11226	Sears	GL
606	1384	Lake Grove	NY	4 Smith Haven Mall	11755	Sears	Owned
607	1333	Poughkeepsie	NY	2001 South Rd	12601	Sears	GL
608	1924	Valley Stream	NY	1150 Sunrise Hwy	11581	Sears	Lease
609	1410	Canion	OH	4100 Belden Village Mall	47178	Sears	Lease
610	1810	Cincinnati-Eastgate	OH	100 E Eastgate Blvd	45245	Sears	Lease
611	1560	Dayton Mall	OH	2700 Kingsbridge Centerline Rd	45450	Sears	Lease
612	1081	Winton Woods	OH	171 S 20th St	43436	Sears	GL
613	1564	Niles	OH	5320 Youngstown Rd	44146	Sears	Lease
614	1610	Northgate	OH	9505 Coleran Ave	15251	Sears	Owned
615	2001	Piqua	OH	987 E Ach St Ste 170	15556	Sears	GL
616	1210	Polars	OH	1400 Polaris Pkwy	43240	Sears	Lease
617	2104	St. Clairsville	OH	Banfield Rd & I-70	13650	Sears	Lease
618	2010	Mansfield	OH	600 Richland Mall	41906	Sears	Owned
619	1710	No Olmsted	OH	5000 Great Northern Mall	14070	Sears	Owned
620	2390	Springfield	OH	1475 Upper Valley Pkwy	15504	Sears	Owned
621	1120	Tuttle Crossing	OH	5053 Tuttle Crossing Blvd	43016	Sears	Owned
622	2311	Norman	OK	3201 W Main St	73072	Sears	Lease
623	1151	Tulsa Woodland Hts	OK	6529 S Memorial Dr	74133	Sears	Lease
624	1119	Happy Valley	OR	11800 SE C2nd Ave	97086	Sears	Lease
625	2179	Medford	OR	501 Medford Ctr	97504	Sears	Lease
626	2119	Salina(Lancaster)	OR	211 Lancaster Dr Ne	97301	Sears	Lease
627	1079	Washington Sq	PA	9520 S Washington Square Rd	97223	Sears	Lease
628	2494	Albion	PA	5520 Goods Lane Ste 1005	16602	Sears	Lease
629	1454	Baldwin/Crystal Hts	PA	100 Northgate Mall	10900	Sears	Lease
630	1711	Camp Hill	PA	3505 Capitol Ht City Mall Dr	17011	Sears	Lease
631	2124	Dubois	PA	5522 Shaffer Rd Ste 129	15801	Sears	Lease
632	1073	Exton	PA	222 Exton Square Mall	19341	Sears	GL
633	1714	Greensburg	PA	5256 Route 30	15601	Sears	GL
634	1644	Lancaster	PA	200 Park City Ctr	17801	Sears	GL
635	1664	Langhorne/Oxford Vly	PA	2300 E Lincoln Hwy	19047	Sears	Lease
636	1654	Media	PA	1087 W Baltimore Pike	19063	Sears	GL
637	1834	North Wales	PA	600 Montgomery Mall	19454	Sears	GL
638	1484	Reading	PA	Warren St Bypass & Bern Rd	19610	Sears	Lease
639	2074	Stroudsburg	PA	341 Stroud Mall	18360	Sears	Lease
640	2114	Washington	PA	1500 W Chestnut St	15301	Sears	Lease
641	1154	Whitehall	PA	1250 Whitehall Mall	18052	Sears	Lease
642	1224	Harrisburg	PA	4600 Jonestown Rd	17109	Sears	Owned
643	1354	Willow Grove	PA	2500 W Moreland Rd	19909	Sears	Owned
644	1085	Caguas	PR	Interco St Rd Pr 1 & Pr 156	00725	Sears	Lease
645	1925	Carolina	PR	Carolina St Ctr	00988	Sears	Lease
646	2050	Fajardo	PR	1000 St	10336	Sears	Lease
647	2675	Guayama	PR	Road 3 Km 134 7	00784	Sears	Lease
648	2355	Hatillo/Arecibo	PR	506 Cafe Truncado	00959	Sears	GL
649	1905	Hato Rey	PR	Ave F D Roosevelt	00913	Sears	GL
650	7842	HATO REY	PR	Pt. Las Americas Mall	00918	Sears	Lease
651	1935	Mayaguez	PR	975 Hostos Ave Ste 110	00920	Sears	Lease
652	2385	Naranjito	PR	El Mercado Plaza	00782	Sears	Lease
653	1945	Ponce	PR	Plaza Del Caribe 2050 (Rd 2)	00731	Sears	Lease
654	1915	Bayamon	PR	Avenida Aguas Buenas	00959	Sears	GL
655	2807	Rock Hill	SC	2197 Dave Lyle Blvd	29730	Sears	Lease

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
656	1595	Greenville	SC	700 Haywood Rd	29607	Sears	Owned
657	1795	Myrtle Beach	SC	1200 Coastal Grand Circle	29577	Sears	Owned
658	1115	Charleston	SC	2000 W Beach Place Blvd	37431	Sears	Lease
659	2335	Charleston	SC	2601 Wimes Blufford Blvd	37049	Sears	Lease
660	1148	Cordova	TN	2200 N Germantown Pkwy	38133	Sears	Lease
661	1336	Goolletsville	TN	1000 Rivergate Pkwy	37072	Sears	GL
662	2036	Jackson	TN	2021 N Highland Ave	38205	Sears	Lease
663	2265	Johnson City	TN	2011 N Roan St	37601	Sears	Lease
664	2156	Maryville	TN	190 Foothills Mall	37801	Sears	Lease
665	2226	Murfreesboro	TN	1720 Old Fort Pkwy	37129	Sears	Lease
666	1385	West Town	TN	7600N Kingston Pike	37919	Sears	Lease
667	1216	Memphis/Southland	TN	1200 Southland Mall	38116	Sears	Owned
668	1315	Northgate	TN	401 Northgate Mall	37415	Sears	Owned
669	1387	Amarillo	TX	7701 1-40 W	79121	Sears	Lease
670	1137	Austin	TX	1000 E 41St	78751	Sears	Lease
671	1357	Austin/Barton Creek	TX	2901 S Capitol Of Texas Hwy	78746	Sears	Lease
672	1327	Baytown	TX	1000 San Jacinto Mall	77521	Sears	Lease
673	1080	Frisco	TX	2605 Preston Rd	75034	Sears	Lease
674	2537	Hartlingen	TX	2902 S Expy 83	78552	Sears	Lease
675	1217	Irving	TX	2601 W Expy 110	72265	Sears	Lease
676	2447	Katy	TX	2501 Kyles Mall	75062	Sears	Lease
677	2487	Katy	TX	2000 Killeen Mall	76543	Sears	Lease
678	2557	Laredo	TX	3510 McCann Rd	75005	Sears	Lease
679	1247	Lubbock	TX	6002 Slide Rd	79414	Sears	Lease
680	1067	Memorial	TX	303 Amonia City Mall	77024	Sears	Lease
681	1029	Pharr	TX	500 N Jackson Road	75577	Sears	Lease
682	2637	Port Arthur	TX	3100 FM 365	77942	Sears	Lease
683	1207	Richardson	TX	201 S Plant Rd	75081	Sears	Lease
684	1097	San Antonio	TX	2310 Sw Military Dr	78224	Sears	Lease
685	1127	Shepherd	TX	4000 N Shepherd Dr	77018	Sears	Lease
686	1227	Southwest Cir	TX	3450 W Camp Wisdom Rd	75237	Sears	Lease
687	2077	Tyler	TX	4701 S Broadway Ave	75703	Sears	Lease
688	2617	Victoria	TX	7508 N Navarro St	77004	Sears	Lease
689	1367	Waco	TX	6001 W Waco Dr	76710	Sears	Lease
690	1307	Athens	TX	4310 Buffalo Gap Rd	79006	Sears	Owned
691	1437	Arlington/Parks	TX	3871 S Cooper St	78015	Sears	Owned
692	1467	Brownfield	TX	2000 N Expressway	77708	Sears	Owned
693	2397	Brownfield	TX	2320 N Expressway	78526	Sears	Owned
694	2547	College Sta/Bryan	TX	1502 Har Dr	77930	Sears	Owned
695	1217	Corpus Christi	TX	1305 Airline Rd	78412	Sears	Owned
696	1317	El Paso	TX	3401 Gateway Blvd W	79025	Sears	Lease
697	1027	El Paso/Sunland Pk	TX	750 Sunland Park Dr	79912	Sears	Owned
698	1447	Hulen	TX	4900 S Hulen St	76132	Sears	Owned
699	1417	Humble	TX	20131 Highway 59 N	77338	Sears	Owned
700	1297	Hurst	TX	1101 Melbourne Rd Ste 7000	70053	Sears	Owned
701	2247	Laredo	TX	5300 San Dario Ave	72041	Sears	Owned
702	1187	Mesquite-Town East	TX	3000 Town East Mall	75150	Sears	Owned
703	1176	Pasadena	TX	999 Pasadena Blvd	77506	Sears	Owned
704	1337	Pearl	TX	851 N Central Expy	75075	Sears	Owned
705	1427	Rolling Oaks	TX	6909 N Loop 1604 E	78247	Sears	Owned
706	2197	Texas City	TX	10000 Emmit F Lowry Expy	77591	Sears	Owned
707	1377	Willowbrook	TX	7925 Fr 1980 Rr W	77070	Sears	Owned
708	1888	West Jordan	UT	7453 S Plaza Center Dr	84084	Sears	Lease
709	1284	Alexandria	VA	5601 Duke St	22304	Sears	Lease
710	2430	Charlottesville	VA	1531 University E	22301	Sears	Lease
711	1274	Chesapeake	VA	11500 Maliburn Trk	22323	Sears	GL
712	1814	Fairfax	VA	12000 Fair Oaks Mall	22033	Sears	Lease
713	1024	Falls Church	VA	6211 Leeberg Pkwy	22048	Sears	Lease
714	2891	Fredericksburg	VA	100 Societyland Mall	22407	Sears	Lease
715	1065	Glen Allen	VA	10101 Brook Rd	23059	Sears	Owned
716	1575	Hampton	VA	100 Newmarket Fair Mall	23009	Sears	Lease
717	2395	Manassas	VA	8200 Sudwy Rd	20109	Sears	GL
718	2784	Winchester	VA	1050 Apple Blossom Dr	22601	Sears	Lease
719	1023	Loudoun/Dulles	VA	21000 Dulles Town Ctr	20166	Sears	Owned
720	1074	Roanoke	VA	4812 Valley View Blvd Ne	24012	Sears	Owned
721	1463	Burlington	VT	155 Dorset St	05103	Sears	GL
722	2299	Aberdeen	WA	1219 5 Boone St	98520	Sears	Owned
723	2049	Everett	WA	1302 Se Everett Mall Way	98208	Sears	Lease
724	2329	Kennewick/Pasco	WA	1321 N Columbia Center Blvd	99336	Sears	Lease
725	2330	Puyallup	WA	3500 S Meridian Ste 950	98373	Sears	Lease
726	2239	Vancouver	WA	860 N Ne Vancouver Mall Dr	98682	Sears	Lease
727	1038	E. Valley	WA	4720 E Valley Ave	99210	Sears	Owned
728	2219	Lake Olympia	WA	651 Sweater Kingdom Rd Ste 1300	98503	Sears	Owned
729	2309	Silverdale	WA	10315 Silverdale Way NW	98383	Sears	Owned
730	1029	Spokane	WA	4700 1/2 Division St	90207	Sears	Owned
731	1139	Tukwila	WA	400 Southcenter Mall	98188	Sears	GL
732	2029	Union Gap	WA	9 E Valley Mall Blvd	98903	Sears	GL
733	1130	Janesville	WI	2500 Milton Ave	53515	Sears	GL
734	2092	Appleton	WI	4301 W Wisconsin Ave	5-913	Sears	Owned
735	2423	La Crosse	WI	4200 Us Hwy 16	54601	Sears	Owned
736	2232	Madison-East	WI	43 East Town Mall C	53704	Sears	Owned
737	2304	Westover/Morganstown	WV	9520 Mall Rd	26501	Sears	Lease
738	1804	Barbourville	WV	100 Huntington Mall Rd	25604	Sears	Owned
739	2341	Casper	WY	701 Se Wyoming Ave	82009	Sears	Lease
740	2796	Tuscaloosa	AL	1701 McFarland Blvd E #207	35104	Retail - Other	GL
741	30957	Springdale	AR	3142 Wc: Sunset Ave	72762	Retail - Other	Owned
742	61901	SCOTTSDALE	AZ	16275 N Scottsdale Rd	85260	Retail - Other	GL
743	5605	Scottsdale - Showroom	AZ	3850 W Greenway-Hayden Loop	85274	Retail - Other	Lease
744	5806	Tucson (Marana) - Showroom	AZ	3850 W Greenway-Hayden Loop	85276	Retail - Other	Lease
745	30038	Glendale	AZ	6767 W Bell Road	85278	Retail - Other	Lease
746	1588	Phoenix-Metro Cr	AZ	10001 N Metro Blvd	85300	Retail - Other	Lease
747	1638	Brea	CA	1001 N Greenway	90501	Retail - Other	Owned
748	5790	Concord/McPhail's Showroom	CA	2260 Commerce Ave Ste E	92821	Retail - Other	Lease
749	5382	Costa Mesa	CA	3333 Bristol St	94520	Retail - Other	Lease
750	0233	Covina	CA	710 W Arrow Hwy	92836	Retail - Other	Lease
751	2729	Driway	CA	600 Stonewood	91722	Retail - Other	Owned
752	7195	Golteca	CA	6885 Holstar Ave	90211	Retail - Other	GL
753	2056	Hanford	CA	Henford Mall - 1545 Mall Drive	93117	Retail - Other	Lease
754	1692	Newark	CA	6000 Moxy Ave	93230	Retail - Other	Lease
755	2798	PALM DESERT	CA	44430 TOWN CENTER WAY	94560	Retail - Other	Lease
756	5668	Rancho Cordova	CA	11340 WHITE ROCK ROAD	92260	Retail - Other	GL
757	02529	San Diego	CA	7655 Claremont Mesa Blvd	95742	Retail - Other	Lease
758	31882	San Diego	CA	5405 University Ave	92111	Retail - Other	Lease
759	5000	San Francisco	CA	310 Carolina Street	92105	Retail - Other	Lease
760	30969	San Leandro - McPhail's Showroom	CA	250 1/2 Brea Blvd	94103	Retail - Other	Lease
761	5707	Tustin	CA	550 W Frontgate Blvd	94578	Retail - Other	Lease
762	62338	San Leandro - McPhail's Showroom	CA	150 E Camino Real	94901	Retail - Other	Lease
763	3018	Valencia	CA	23222 W Valencia Blvd	94722	Retail - Other	Lease
764	20729	City Of Industry	CA	100 S Puente Hills Mall	91765	Retail - Other	Lease
765	6820	City Of Industry	CA	100 S Puente Hills Mall	91748	Retail - Other	Owned
766	4221	Denver	CO	2150 S Monaco St Pkwy	91738	Retail - Other	Owned
767	2451	Greeley	CO	2200 Greeley Mall	80931	Retail - Other	Owned
768	1014	Enfield	CT	90 Elm St	06052	Retail - Other	Lease
769	1263	Waterbury	CT	425 Union St	06706	Retail - Other	Owned
770	2654	Dover	DE	1000 Dover Mall	19901	Retail - Other	Lease
771	1355	Altamonte Sq	FL	451 E Altamonte Dr Ste J01	32714	Retail - Other	Lease
772	5058	Bonita Springs Showroom	FL	27130 Bay Landing Dr	34135	Retail - Other	Lease
773	6820	Brenton Beach	FL	805 N Congress Ave	33426	Retail - Other	GL
774	7067	Fort Myers	FL	3853 Cleveland Ave S	33901	Retail - Other	Lease
775	5991	Miami - Showroom	FL	6300 S Dixie Hwy	33143	Retail - Other	Lease
776	5237	Oakland Park	FL	3484 NE 12th Ave	33334	Retail - Other	Lease
777	31918	Pembroke Pines	FL	1050 Pines Blvd	33026	Retail - Other	Lease
778	5602	Pompano Beach - Showroom	FL	1052 W Atlantic Blvd	33039	Retail - Other	Lease
779	5970	Santa	FL	56701 Trappelle Rd	34232	Retail - Other	Lease
780	5959	West Palm Bch - Showroom	FL	400 Northpoint Pkwy Ste 403	33107	Retail - Other	Lease
781	5185	Winter Park	FL	509 S Park Avenue	32789	Retail - Other	Lease
782	1255	Citrus Park	FL	7902 Citrus Park Dr	33225	Retail - Other	Owned
783	26726	Jacksonville	FL	9501 Arlington Expy	32225	Retail - Other	Owned
784	28734	Sanford	FL	320 Towne Center Cr	32171	Retail - Other	Owned
785	28734	Sanford	FL	450 Towne Ctr Circle	32771	Retail - Other	Owned
786	1251	Lithonia	GA	6020 Mall Pkwy	30038	Retail - Other	Owned

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
787	26737	Albany	GA	2601 Dawson Rd Bldg G	31707	Retail - Other	Owned
788	1565	Marietta/Southlake	GA	1300 Southlake Mall	30126	Retail - Other	Owned
789	5447	Clayton	GA	1000 Peachtree Rd	30339	Retail - Other	Lease
790	7439	Council Bluff	IA	1110 Woodbury Ave	51503	Retail - Other	Owned
791	1072	Waterloo	IA	2060 Crossroads Blvd	50702	Retail - Other	Lease
792	2760	Davenport	IA	320 W Kimberly Rd	52806	Retail - Other	Owned
793	1012	Des Moines	IA	4000 Merle Hay Rd	50310	Retail - Other	Owned
794	61510	Calumet City	IL	2 River Oaks S/C	60109	Retail - Other	Owned
795	2938	Chicago	IL	1800 W Lawrence Ave	60640	Retail - Other	GL
796	30920	Chicago	IL	7050 S Pulaski	60629	Retail - Other	Owned
797	61030	Chicago	IL	6153 S Western Ave	60636	Retail - Other	Owned
798	2832	Falkview Hills	IL	317 Lincoln Hwy	62208	Retail - Other	Owned
799	30901	Lansing	IL	17355 Torrence Ave	60438	Retail - Other	Owned
800	30927	Macomb	IL	1325 East Jackson	61455	Retail - Other	Owned
801	6784	Matthew	IL	4605 W Lincoln Hwy	60443	Retail - Other	Owned
802	30900	New Lenox	IL	1500 W Lincoln Hwy	60451	Retail - Other	Owned
803	31900	Sterling	IL	2601 E Fourth St	61081	Retail - Other	Owned
804	2182	Hoffman Estates	IL	3333 Beverly Rd	60179	Retail - Other	Owned
805	2121	Peru	IL	3607 36th St	61354	Retail - Other	Owned
806	23609	Quincy	IL	3000 Lincoln Mall	62330	Retail - Other	Owned
807	4123	Rockford	IL	5609 E State Street	61103	Retail - Other	Owned
808	31914	Round Lake Beach	IL	400 East Rollins Rd	60073	Retail - Other	Owned
809	1780	Springfield	IL	104 White Oaks Mall	62704	Retail - Other	Owned
810	30936	Tinley Park	IL	18300 Harlem	60477	Retail - Other	Owned
811	26185	Clarksville	IN	1416 Blackstone Mill Rd	47129	Retail - Other	Owned
812	1000	Castleton	IN	6020 E 82nd St Ste 200	46250	Retail - Other	Owned
813	61540	INDIANAPOLIS	IN	Lafayette Sq	46254	Retail - Other	Owned
814	26711	Washington Sq	IN	10202 E Washington St	46229	Retail - Other	Owned
815	1042	Topeka	KS	1781 SW Wanamaker Rd	66604	Retail - Other	Owned
816	1336	Lake Charles	LA	640 W Phin Lake Rd	70601	Retail - Other	Lease
817	2057	Alexandria	LA	3401 Masonic Dr	71301	Retail - Other	Owned
818	2077	Bossier City	LA	2950 E Texas St	71111	Retail - Other	Owned
819	26736	Cornelia	LA	9901 Cortana Pl	70815	Retail - Other	Owned
820	1118	Monroe	LA	4800 Milhaven Rd	71203	Retail - Other	Owned
821	1027	Shreveport	LA	3601 Southview Ave	71104	Retail - Other	Owned
822	4144	Fitzburg	MA	140 Washington St	01420	Retail - Other	Lease
823	1093	Shrewsbury	MA	100 Main St	01546	Retail - Other	Owned
824	2833	Baltimore E Pt	MD	7885 Eastern Blvd	21224	Retail - Other	Lease
825	9215	Cheboygan	MI	1131 E State St	49721	Retail - Other	Owned
826	30918	Jackson	MI	3001 E Kiech Ave	49202	Retail - Other	Owned
827	6232	Roselle	MI	32123 Gratiot Ave	45069	Retail - Other	Lease
828	1490	Troy	MI	300 W 14 Mile Rd	48083	Retail - Other	Lease
829	1700	Dearborn	MI	18800 Michigan Ave Ste 1001	43126	Retail - Other	Owned
830	1101	Fenton	MI	3191 S Linden Rd	45507	Retail - Other	Owned
831	4998	Roselle	MI	17520 Frazebo	48066	Retail - Other	Owned
832	1720	Sterling Hts	MI	14100 Lakeview Cl	42313	Retail - Other	Owned
833	2180	Traverse City	MI	1212 S Airport Rd W	49686	Retail - Other	Owned
834	30956	West St Paul	MN	50 Signal Hill Mall	55118	Retail - Other	GL
835	1032	Bronklyn Ctr	MN	1297 Shingle Creek Crossing	55430	Retail - Other	Owned
836	2500	Duluth	MN	1600 Miller Trunk Hwy	55811	Retail - Other	Owned
837	7324	O'Fallon	MO	20 O'Fallon Square	63366	Retail - Other	Lease
838	62707	SPRINGFIELD	MO	3803 S Glentown	65804	Retail - Other	GL
839	1222	South County	MO	250 S County Center Way	63120	Retail - Other	GL
840	25539	Brent	MS	3000 Park Dr	36531	Retail - Other	Lease
841	61108	Jackson	MS	1400 Meridian Center	39242	Retail - Other	Owned
842	30540	Natchez	MS	280 John R Junkin Dr	39120	Retail - Other	Owned
843	1300	Hattiesburg	MS	1000 Turtle Creek Dr	39402	Retail - Other	Owned
844	3814	Hixson	MT	3180 Highway 2 West	59501	Retail - Other	Lease
845	2242	Billings	MT	1515 Grand Ave	59102	Retail - Other	Owned
846	3118	Wilmington	NC	815 S College Rd	28403	Retail - Other	Lease
847	1712	Grand Forks	ND	2800 S Columbia Rd	52201	Retail - Other	Owned
848	1022	Calikview	NE	3420 Oak View Dr	08144	Retail - Other	Owned
849	9395	Lawnside	NJ	200 White Horse Pike	08045	Retail - Other	Lease
850	69722	NORTH BRUNSWICK	NJ	1055 Route 1 South	08902	Retail - Other	GL
851	2374	Vineland	NJ	8 W Landis Ave	03320	Retail - Other	Owned
852	6854	Hackensack	NJ	510 Main St	07601	Retail - Other	Owned
853	1734	Lawrenceville	NJ	300 Quaker Bridge Mall	08648	Retail - Other	Owned
854	1744	Ocean	NJ	Rt 66 And 35	07712	Retail - Other	Owned
855	1717	Cottonwood	NM	10000 Coors Bypass Nw	67114	Retail - Other	Owned
856	2754	HENDERSON	NV	101 W SUNSET RD	89014	Retail - Other	GL
857	56074	Las Vegas - Showroom	NV	7370 S Dean Martin Drive Suite 401	89139	Retail - Other	Lease
858	5779	Reno - McPhat's Showroom	NV	7325 S Durango Dr Ste 108	89511	Retail - Other	Lease
859	26741	Amherst	NY	1261 Niagara Falls Blvd	14226	Retail - Other	GL
860	1623	Clay	NY	1155 State Rt 31	13041	Retail - Other	Lease
861	2820	College Point	NY	131-08 20Th Ave	11350	Retail - Other	GL
862	1353	De Witt/Syracuse	NY	3649 Erie Blvd E	12314	Retail - Other	Owned
863	2741	Masasaqua	NY	34 Carmack Rd	11758	Retail - Other	GL
864	1514	Nicaragua Falls	NY	6929 Williams Rd	14304	Retail - Other	Owned
865	6104	Brooklyn	NY	2359 Bedford Ave	11226	Retail - Other	GL
866	26731	Dublin	OH	4975 Tuttle Crossing Blvd	43016	Retail - Other	Owned
867	1370	Eastland	OH	2765 Eastland Mall	43232	Retail - Other	Owned
868	1310	Elyria	OH	4900 Midway Mall	43035	Retail - Other	Owned
869	2940	Franklin	OH	3457 Towne Blvd	45005	Retail - Other	Owned
870	26528	Salem	OH	5200 Salem Ave	45426	Retail - Other	GL
871	1280	Springdale	OH	300 E Kemper Rd	45246	Retail - Other	Owned
872	9676	Streetboro	OH	9059 State Rt #13	45241	Retail - Other	Owned
873	1150	Westland	OH	4111 W Broad St	43228	Retail - Other	Owned
874	1051	Westerville	OH	10000 Franklin Ctr	41436	Retail - Other	Owned
875	1261	Midwest City	OK	6800 E Rance Ave	73100	Retail - Other	Owned
876	1091	Oklahoma City/Sequoyah	OK	4406 S Western Ave	97301	Retail - Other	Lease
877	2715	Salem	OR	955 Lancaster Dr Ne	17331	Retail - Other	Lease
878	2244	Hanover	PA	1155 Cardile St Ste 5	16140	Retail - Other	Lease
879	6814	Hermitage	PA	3235 E State St/ Shennango Vt/ MI	15904	Retail - Other	Owned
880	1803	Johnstown	PA	540 Galena Dr	16101	Retail - Other	Lease
881	6254	New Castle	PA	2500 W State St Union Plz	15237	Retail - Other	Lease
882	1034	Ross Park	PA	1008 Russ Park Mall Dr	15211	Retail - Other	Lease
883	1334	South Hills	PA	300 S Hill Vlg	16801	Retail - Other	Lease
884	2605	State College	PA	183 Shab Rd	15205	Retail - Other	Owned
885	1293	Robinson Twp	PA	1000 Robinson Center Dr	29621	Retail - Other	Owned
886	2305	Anderson	SC	3101 N Main St	29301	Retail - Other	Owned
887	1515	Spartanburg	SC	205 W Blackstock Rd Srr C	57103	Retail - Other	Owned
888	30941	Sioux Falls	SD	3709 East 10th Street	37043	Retail - Other	GL
889	7461	Clermontville	TN	2300 Madison Street	33128	Retail - Other	Owned
890	30934	Memphis/Hickory	TN	3201 Austin Peay	38115	Retail - Other	Owned
891	26696	Memphis East Town	TN	6101 Hickory Ridge Mall	37820	Retail - Other	Owned
892	1672	Brownsboro	TX	2031 Kroc Center Dr	76526	Retail - Other	Lease
893	32954	DALLAS	TX	2440 Pablo Kroc Rd	75220	Retail - Other	GL
894	6736	HOUSTON	TX	34071 W Northwest Hwy	77082	Retail - Other	Owned
895	6874	HOUSTON	TX	2737 Hwy 6 S	77060	Retail - Other	Owned
896	61237	SAN ANTONIO	TX	100 Greenspoint Mall	56701	Retail - Other	Owned
897	2332	Denton	TX	8551 Wurzbach Road	76205	Retail - Other	Owned
898	2587	Lakeline	TX	2201 Interstate 35E S	78013	Retail - Other	Owned
899	1387	Ridge	TX	11200 Lakeline Mall Dr	76116	Retail - Other	Owned
900	1267	Ridgmar	TX	1800 Green Oaks Rd	04041	Retail - Other	GL
901	67409	LAYTON	UT	881 W Hilltop Rd	23320	Retail - Other	Lease
902	1615	Chipp Greenbrier	VA	1401 Greenbrier Pkwy	23602	Retail - Other	Owned
903	26717	Newport News	VA	1263 Hornby Lane	24153	Retail - Other	Lease
904	3544	Salem	VA	1355 West Main Street	23462	Retail - Other	Lease
905	1265	Virginia Beach	VA	4584 Virginia Beach Blvd	98032	Retail - Other	Lease
906	3413	Kent	WA	24000 W Valley Hwy	99207	Retail - Other	Owned
907	6579	Spokane	WA	7005 N Division St	98406	Retail - Other	GL
908	1129	Tacoma	WA	4300 N Steele St S Ste 100	53538	Retail - Other	Owned
909	31903	For Allison	WI	1300 N 10th St	26339	Retail - Other	Lease
910	6372	Bindiport	WI	225 Meadowbrook Mall	82009	Retail - Other	Lease
911	2371	Cheyenne	WI	1400 Del Range Blvd	01752	Distribution Center	Lease
912	8780	Mira Loma	CA	3100 Lillian Ave	81761	Distribution Center	Lease
913	2387	Ontario	CA	5690 E East Airport Rd	92337	Distribution Center	Lease
914	8729	ONTARIO	CA	5891 E Philadelphia St 100	92515	Distribution Center	Lease
915	8708	STOCKTON	CA	2115 Sinden Avenue	93215	Distribution Center	Owned
916	449	DELANO	CA	Delano Industrial Pk	80601	Distribution Center	Lease
917	8290	Brighton	CO	18375 Bromley Lane			

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
918	425	JACKSONVILLE	FL	10512 Busch Dr N	32218	Distribution Center	Lease
919	8292	Ocala	FL	655 West 52nd Ave	34474	Distribution Center	Owned
920	5872	PENNSYLVANIA GRASS	GA	580 Raco Parkway	30575	Distribution Center	Lease
921	8818	PIPER CITY	HI	98-1000 Kamehameha Hwy	09782	Distribution Center	GL
922	450	MAITENO	IL	1500 N Bourne Rd	09959	Distribution Center	Lease
923	470	MAITENO	IL	2374 N 4000 EAST RD	09950	Distribution Center	Owned
924	8262	NAPERVILLE	IL	1835 Ferry Rd	60503	Distribution Center	Lease
925	871	ROMEOLVILLE	IL	1701 W Normantown Road	60446	Distribution Center	Lease
926	8289	Manteno	IL	333 South Spruce Street	09950	Distribution Center	Owned
927	8273	Lawrence	KS	2400 Krejze Rd	66049	Distribution Center	Lease
928	8872	Oliver Branch	MS	10425 Ridgewood Dr	32851	Distribution Center	Lease
929	8862	COLUMBUS	OH	5330 Crosswind Dr Ste A	43228	Distribution Center	Lease
930	8305	Warren	OH	541 Perkins Jones Rd Ne	44483	Distribution Center	Owned
931	6781	Chamberburg	PA	1475 Nittnerhouse Dr	17201	Distribution Center	Lease
932	8873	GOULDSBORO	PA	400 First Avenue	18424	Distribution Center	Lease
933	J33	MIDDLETON,W	PA	2040 N Union St	17057	Distribution Center	Lease
934	8275	Mornsville	PA	One Krejze Rd	19030	Distribution Center	Lease
935	443	WILKES BARRE	PA	Hanover Industrial Pk	13856	Distribution Center	Lease
936	8975	RIO PIEDRAS	PR	Rd #178 Km 0.5 Culey Bajo	09936	Distribution Center	Owned
937	8870	DALLAS	TX	1000 Ross St	75215	Distribution Center	Lease
938	447	GARDEN	TX	2775 W Miller Rd	75042	Distribution Center	Lease
939	8709	KENT	WA	1500 N 15th St	98012	Distribution Center	Lease
940	8722	Anchorage(Sur)	AK	5900 Old Seward Highway	99003	Non-retail - Other	Owned
941	8106	BIRKINBACH	AL	166 Vulcan Rd	35209	Non-retail - Other	Lease
942	8708	BIRMINGHAM	AL	282 Osmoor Court	35209	Non-retail - Other	Owned
943	8706	BIRMINGHAM	AL	282 Osmoor Court	35209	Non-retail - Other	Lease
944	24002	BIRMINGHAM	AL	2194-A Parkway Lane Dr	35241	Non-retail - Other	Lease
945	49003	MOBILE	AL	3412 Demopolis Rd	36893	Non-retail - Other	Lease
946	8841	LITTLE ROCK	AR	1900 W 05th St Ste 10	72209	Non-retail - Other	Lease
947	7088	MESA	AZ	952 E Baseline Rd Ste 111	85204	Non-retail - Other	Lease
948	6778	PHOENIX	AZ	844 N 44th Ave Ste 2	85043	Non-retail - Other	Lease
949	24521	PHOENIX	AZ	4401 Baseline Rd. Ste 205	85042	Non-retail - Other	Lease
950	68235	PHOENIX	AZ	1717 E McDowell Rd	85006	Non-retail - Other	Owned
951	5880	TEMPE	AZ	9625 S Kyrene Rd (Suites 101-105)	85284	Non-retail - Other	Lease
952	49028	TEMPE	AZ	8440 S Hardy Dr	85284	Non-retail - Other	Lease
953	8937	TUCSON	AZ	807 S Euclid	85719	Non-retail - Other	Lease
954	49011	TUCSON	AZ	4755 S Butterfield Dr	85714	Non-retail - Other	Lease
955	3628	Tucson	AZ	8210 West McDowell	85553	Non-retail - Other	Owned
956	3341	BANGALORE - DHAKA-1213	BA	4TH FLOOR, BOOTH WING	—	Non-retail - Other	Lease
957	7019	Albuquerque	CA	4100 El Camino Real	93422	Non-retail - Other	Owned
958	4320	Bellflower	CA	10400 Rosecrans	90766	Non-retail - Other	Lease
959	8901	BENICIA	CA	521 Stone Rd	94510	Non-retail - Other	Lease
960	1721	Coalinga	CA	25 West Polk Street	93210	Non-retail - Other	Owned
961	3698	Dinuba	CA	East El Monte Way	93618	Non-retail - Other	Owned
962	3698	Dinuba	CA	East El Monte Way	93618	Non-retail - Other	Owned
963	8035	EL CAJON	CA	1406 North Johnson Ave	92020	Non-retail - Other	Owned
964	30958	EL CENTRO	CA	1650 N IMPERIAL AVE	92243	Non-retail - Other	Owned
965	7916	Eureka	CA	4325 Broadway	95503	Non-retail - Other	Owned
966	7016	Eureka	CA	4325 Broadway	95503	Non-retail - Other	Owned
967	8963	Fontana	CA	14650 Miller Ave	20236	Non-retail - Other	Lease
968	8366	Fresno	CA	1922 N HELM Ave	93727	Non-retail - Other	Lease
969	8913	Fresno	CA	3688 E Central Avenue	93725	Non-retail - Other	Lease
970	5689	HAYWARD	CA	30803 SANTANA STREET	94514	Non-retail - Other	Lease
971	8258	LEEDS	CA	5136 Woodruff Ave	90713	Non-retail - Other	Lease
972	3982	Lemore	CA	215 S Hartford Avenue	93245	Non-retail - Other	Owned
973	24510	LIMA	CA	281 E Highway Blvd	94561	Non-retail - Other	Lease
974	8253	MCCLELLAN	CA	3320 Foothill Ave	95651	Non-retail - Other	Lease
975	8860	MILPITAS	CA	1021 Cadilac Ct.	93535	Non-retail - Other	Lease
976	8928	MIRALOMA(JURUPA VLA)	CA	11385 Venture Dr Bldg A	91752	Non-retail - Other	Lease
977	3812	Oakdale	CA	1555 E F GT	92233	Non-retail - Other	Owned
978	1060	Palmdale	CA	1345 W Avenue P	93551	Non-retail - Other	Owned
979	5704	ROHNERT PARK	CA	6085 State Farm Drive	94928	Non-retail - Other	Lease
980	8768	SACRAMENTO	CA	1200 Blumerfeld Dr	95815	Non-retail - Other	Lease
981	24547	SACRAMENTO	CA	1200 Del Paso Rd Ste 100	95824	Non-retail - Other	Lease
982	8748	SAN DIEGO	CA	960 Sherman St	92110	Non-retail - Other	Lease
983	24523	SAN DIEGO	CA	9580 Distribution Ave Ste F	92121	Non-retail - Other	Lease
984	38112	San Francisco	CA	201 Spear St	94105	Non-retail - Other	Lease
985	8393	SAN JOSE	CA	1202 S Sixth St	95112	Non-retail - Other	Lease
986	38734	San Jose	CA	1735 Technology Drive, Suite 600	95110	Non-retail - Other	Lease
987	8369	SANTA ANA	CA	400 W Warner Ave	92707	Non-retail - Other	Lease
988	8808	SANTA ANA	CA	500 W Warner Ave #28	92707	Non-retail - Other	Lease
989	5764	SANTA CLARITA	CA	52 Winchester Blvd Ste A	95050	Non-retail - Other	Lease
990	24545	SANTA CLARITA	CA	281 E Highway Blvd	91355	Non-retail - Other	Lease
991	5324	Santa Fe Springs	CA	104-15 Steepler Dr	90670	Non-retail - Other	Lease
992	8093	SAN BERNARDINO	CA	595 S G St	923-2	Non-retail - Other	Owned
993	8358	SLN LUIS OBSPD	CA	1310 Roundhouse Ave	93401	Non-retail - Other	Lease
994	8758	SYLMAR	CA	1490 Babco Blvd	91312	Non-retail - Other	Lease
995	88738	VERNON	CA	2700 Franklin Ave	90053	Non-retail - Other	Lease
996	83738	VERNON	CA	5525 S. Solo Street	90058	Non-retail - Other	Lease
997	6428	VICTORVILLE	CA	13695 Mariposa Rd	92396	Non-retail - Other	Lease
998	2082	Visalia	CA	3501 G Mconey Blvd	92377	Non-retail - Other	Lease
999	3668	Waco	CA	2785 Highway 38	93280	Non-retail - Other	Owned
1000	9489	WEST HILLS	CA	8407 FALBROOK AVE	91304	Non-retail - Other	Lease
1001	24507	DENVER	CO	12330 E 46th Ave Unit 300	80239	Non-retail - Other	Lease
1002	78723	Econ Falls	CT	125 Railroad Ave	86403	Non-retail - Other	Lease
1003	3743	NEWINGTON	CT	65 Holme Rd	06111	Non-retail - Other	Lease
1004	24592	ROCKY HILL	CT	51 Belamose Ave	06087	Non-retail - Other	Lease
1005	8723	West Haven	CT	100 Frontage Rd	06510	Non-retail - Other	Lease
1006	4456	BRIDGEVILLE	DE	7191 Federburg Road	19933	Non-retail - Other	Lease
1007	24033	ALTAMONTE SPRG	FL	1760 Northpark Way #150	32714	Non-retail - Other	Lease
1008	1195	FLUMERIDGE	FL	901 N Federal Hwy	933-2	Non-retail - Other	Owned
1009	5593	Ft. Myers	FL	7916 Drew Circle	33667	Non-retail - Other	Lease
1010	8972	FT MYERS	FL	10898 Metro Parkway	33860	Non-retail - Other	Lease
1011	8900	FT PIERCE	FL	All South Delivery	34945	Non-retail - Other	Lease
1012	7435	HIALEAH	FL	5800 N 173rd Drive	33015	Non-retail - Other	Owned
1013	7079	JACKSONVILLE	FL	3555-1 St John Bluff Rd S	32224	Non-retail - Other	Lease
1014	49012	LAKE MARY	FL	3200 Lake Emma Rd. Suite 1020	32748	Non-retail - Other	Lease
1015	24025	LONGWOOD	FL	1024 FLORIDA CENTRAL Fwy	32750	Non-retail - Other	Owned
1016	4019	MELBOURNE	FL	601 Atlantic Rd	32904	Non-retail - Other	Owned
1017	8065	MIA MIAMI	FL	3301 Nw 107th Ave	33178	Non-retail - Other	Lease
1018	8848	OCALA	FL	5041 W Silver Springs Blvd	34482	Non-retail - Other	Lease
1019	8066	PENSACOLA	FL	7801 Sears Blvd	32514	Non-retail - Other	Lease
1020	8957	PENSACOLA	FL	7801 Sears Blvd	32514	Non-retail - Other	Lease
1021	24019	PENSACOLA	FL	8761 Ely Rd. Unit B	32514	Non-retail - Other	Lease
1022	8815	SUNRISE	FL	900 International Parkway	33323	Non-retail - Other	Lease
1023	8995	TAMPA	FL	8640 Elm Fair Blvd	33610	Non-retail - Other	Lease
1024	24023	TAMPA	FL	4713 Oak Fair Blvd	33610	Non-retail - Other	Lease
1025	8825	WINTER PARK	FL	3600 N 100th Rd	02792	Non-retail - Other	Lease
1026	31390	WIA LEAH	FL	4750 Nw 18th St	33016	Non-retail - Other	Owned
1027	8245	St. Petersburg	FL	4800 Park St N	33709	Non-retail - Other	Lease
1028	4931	AUGUSTA	GA	2417 Regency Blvd Ste 8	33908	Non-retail - Other	Lease
1029	8335	COLLEGE PARK	GA	2511 S Baldwin Rd	30337	Non-retail - Other	Owned
1030	24018	HORCROSS	GA	1650 International Court Unit 200	30063	Non-retail - Other	Lease
1031	8902	SAVANNAH	GA	3 Patton Rd. Ste 150 Bldg G	31405	Non-retail - Other	Lease
1032	8755	TUCKER	GA	2301 Mt Industrial Blvd	30984	Non-retail - Other	Owned
1033	8049	HILO	HI	50 Pohaku St	98720	Non-retail - Other	GL
1034	2328	Hilo(Sur)	HI	111 E Puunokoa St	96720	Non-retail - Other	Lease
1035	8158	HONOLULU	HI	2886 Pao St	96810	Non-retail - Other	GL
1036	8248	KAHULU	HI	142 Alahama St	08732	Non-retail - Other	Lease
1037	36318	KOWLON	HK	8 ARGYLE S STREET	—	Non-retail - Other	Lease
1038	36318	KOWLON	HK	8 ARGYLE S STREET	—	Non-retail - Other	Lease
1039	36318	Chantal	HK	Unit 01-11, Floor 7 Plaza 336	—	Non-retail - Other	Lease
1040	-5113	DES MOINES	IA	1605 NE 53TH AVE	64150	Non-retail - Other	Lease
1041	8112	DES MOINES	IA	4000 Melki Hay Rd	50310	Non-retail - Other	Owned
1042	8711	DOUG	IA	7095 5th Ave	03374	Non-retail - Other	Lease
1043	31007	MOUNTAIN HOME	ID	2000 AMERICAN LEGION BLVD	83141	Non-retail - Other	Owned
1044	7051	AURORA	ID	4620 Fox Valley Center Dr	20504	Non-retail - Other	Lease
1045	8244	BLOOMINGTON	IL	3 Quest Drive Units 301-302	61704	Non-retail - Other	Lease
1046	2350	Bridgview	IL	7310 W 87TH ST	60156	Non-retail - Other	Lease
1047	25009	Bridgview	IL	1000-4 S 76 Ave - Unit C	60155	Non-retail - Other	Lease
1048	25008	BUFFALO GROVE	IL	1005 Commerce Ct	60089	Non-retail - Other	Lease

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
1049	28985	Chicago	IL	79th Stoney Island	60617	Non-retail - Other	Owned
1050	37914	Chicago	IL	2 N State St	60602	Non-retail - Other	Lease
1051	26987	Chicago	IL	604-605 (or 600-7) N Western Ave	60859	Non-retail - Other	Owned
1052	281	Downsville	IL	28 N Main St	81632	Non-retail - Other	Owned
1053	30550	ELGIN	IL	100-2430 Bath Road	81633	Non-retail - Other	Lease
1054	6555	Elk Grove Village	IL	1500 Higgins Rd	80007	Non-retail - Other	Lease
1055	24509	ELK GROVE VLG	IL	1370 E Higgins Rd; Unit B	60097	Non-retail - Other	Lease
1056	8730	GRANITE CITY	IL	117 Industrial Dr	62040	Non-retail - Other	Lease
1057	6490	HOFFMAN EST	IL	5334 Sears Parkway	60192	Non-retail - Other	Owned
1058	6720	MELROSE PARK	IL	2085 George St	60160	Non-retail - Other	Lease
1059	24544	MOKENA	IL	8901 W. 192nd Street; Ste C	60448	Non-retail - Other	Lease
1060	6934	ROMEOVILLE	IL	1801 W. Normandale Road	60448	Non-retail - Other	Lease
1061	6062	Tinley Park	IL	Rte 43 & Us 6	60477	Non-retail - Other	Owned
1062	490	HOFFMAN EST	IL	3333 Beverly Road	60102	Non-retail - Other	Owned
1063	8017	EVANSVILLE	IN	333 N Plaza East Blvd	47715	Non-retail - Other	Lease
1064	8013	FORT WAYNE	IN	6420 Wiles Dr	48206	Non-retail - Other	Lease
1065	6750	INDIANAPOLIS	IN	5160 W 81st St - West Dock	48268	Non-retail - Other	Lease
1066	7246	Richmond	IN	3150 National Road West	47374	Non-retail - Other	Owned
1067	8014	SOUTH BEND	IN	630 East Bronson Street	48601	Non-retail - Other	Lease
1068	24512	LEEXX	KS	8248 Norman Rd Bldg 1	68214	Non-retail - Other	Lease
1069	8429	OVERLAND PARK	KS	10000 Normandy Street	68604	Non-retail - Other	Lease
1070	8171	WICHITA	KS	6000 Norman Rd	68214	Non-retail - Other	Owned
1071	2031	LOUISVILLE	KY	2942 S Minneapolis Ave	67216	Non-retail - Other	Lease
1072	8220	LOUISVILLE	KY	3509 Bachfield Ave	40218	Non-retail - Other	Lease
1073	24015	CHARLOTTE	KY	12900 Fenwick Center Dr; Ste B	40223	Non-retail - Other	Lease
1074	8890	GONZALES	LA	810 Hwy 30 West; Suite F	70737	Non-retail - Other	Lease
1075	8736	HARAHAN	LA	624 Elmwood Pkwy	70123	Non-retail - Other	Lease
1076	24564	ST.ROSE	LA	110 Widenon Dr; Ste 190	70087	Non-retail - Other	Lease
1077	2851	WESTWOOD	MA	349 University Ave	02090	Non-retail - Other	Lease
1078	24504	BALTIMORE	MD	2700 Lord Baltimore Dr; Ste 140	21244	Non-retail - Other	Lease
1079	8514	COLUMBIA	MD	8700 Robert Fulton Drive	21046	Non-retail - Other	Lease
1080	9277	ODENTON	MD	1781 Crossroads Dr	21113	Non-retail - Other	Lease
1081	6303	BANGOR	ME	60 Doane St	04401	Non-retail - Other	Owned
1082	2103	So Portland	ME	400 Maine Mall Rd	04106	Non-retail - Other	Lease
1083	31004	CHARLOTTE	MI	1658 Lenzang Rd	48813	Non-retail - Other	Owned
1084	8830	LIVONIA	MI	12091 Sears Ave	48150	Non-retail - Other	Lease
1085	6932	SAGINAW	MI	3202 W Sawyer Drive	48601	Non-retail - Other	Lease
1086	8892	Taylor	MI	48139	Non-retail - Other	Owned	
1087	8019	WILMINGTON	MI	46925 Enterprise Ct	48283	Non-retail - Other	Lease
1088	24551	Wixom	MI	3455 Byron Center SW	49519	Non-retail - Other	Lease
1089	8134	WYOMING	MI	6730 S. RIVER RD	48299	Non-retail - Other	Owned
1090	31919	Marine City	MI	2240 Cunningham Dr	42084	Non-retail - Other	Owned
1091	38480	Troy	MI	7015 Golden Triangle Dr	55344	Non-retail - Other	Lease
1092	8182	Eden Prairie	MN	2709 Winton St Ne	55413	Non-retail - Other	Owned
1093	8702	MINNEAPOLIS	MN	12930 Hollenbeck Dr	63044	Non-retail - Other	Lease
1094	24548	BRIDGETON	MO	639 Gravois Bluffe Blvd; Ste B	63026	Non-retail - Other	Lease
1095	7323	FENTON	MO	101 N Rangeline Rd	64201	Non-retail - Other	Lease
1096	1042	Joplin	MO	761 Nw Parkway	64150	Non-retail - Other	Owned
1097	8701	RIVERSIDE	MO	7457 Airways	38871	Non-retail - Other	Owned
1098	3213	SOUTHAVEN	MS	1330 E DIXIE DRIVE	27358	Non-retail - Other	Lease
1099	31005	ASHBORD	NC	9801 A Southern Pine Blvd	28273	Non-retail - Other	Lease
1100	8319	Charlotte	NC	4800 Aerus Ln	28206	Non-retail - Other	Lease
1101	8822	CHARLOTTE	NC	8301 Arrowridge Blvd; Suite A	28273	Non-retail - Other	Lease
1102	24005	CHARLOTTE	NC	851 Brigham Rd	27409	Non-retail - Other	Lease
1103	8704	GREERSBORO	NC	8232 Grand Pointe Dr	27410	Non-retail - Other	Lease
1104	24608	GREENSBORO	NC	300 Cherry Rd	27425	Non-retail - Other	Owned
1105	30370	Greensboro	NC	300 Green Rd	27405	Non-retail - Other	Lease
1106	32681	GREENSBORO	NC	300 GREEN RD	2769	Non-retail - Other	Lease
1107	7385	RALEIGH	NC	819 E Six Forks Rd	68127	Non-retail - Other	Lease
1108	45114	Omaha	NE	117 INDUSTRIAL DR	03348	Non-retail - Other	Lease
1109	8703	Kinston	NC	266 Route 125	03060	Non-retail - Other	Lease
1110	1313	Nazha	NH	310 Daniel Webster Hwy; Ste 102	07936	Non-retail - Other	Lease
1111	24603	EAST HANOVER	NJ	50 Williams Parkway	08057	Non-retail - Other	Lease
1112	24649	MOORESTOWN	NJ	41 TWISOME DR	07094	Non-retail - Other	Lease
1113	78714	Secaucus	NJ	1000 New County Road	08085	Non-retail - Other	Lease
1114	8835	SWEDESBORO	NJ	2100 Center Square Road; Suite 125 (Bldg. K)	07753	Non-retail - Other	Lease
1115	8380	WALL TOWNSHIP	NJ	1324 Wyckoff Road	87109	Non-retail - Other	Lease
1116	8905	Albuquerque	NM	5621 Midway Park Blvd NE	09115	Non-retail - Other	Lease
1117	8970	LAS VEGAS	NV	4320 N Lamb Blvd; Bldg 1 Ste 500	89030	Non-retail - Other	Owned
1118	6133	Reno	NV	West Side Of S. Virginia	89431	Non-retail - Other	Owned
1119	6293	SPARKS	NV	350 Glendale Ave	89431	Non-retail - Other	Lease
1120	30960	SPARCS	NY	1750 FRANKLIN WAY	48227	Non-retail - Other	Lease
1121	8854	CHUCKATOWAGA	NY	60 Industrial Parkway	48228	Non-retail - Other	Lease
1122	24601	MELVILLE	NY	35 Melville Park Rd	11747	Non-retail - Other	Lease
1123	6259	MEADADS	NY	270 Broadway	12004	Non-retail - Other	Lease
1124	24593	NEW ROCHELLE	NY	5 Pico Ave	10801	Non-retail - Other	Lease
1125	8102	ROCHESTER	NY	100 Muchison Blvd	14823	Non-retail - Other	Owned
1126	25254	ROCHESTER	NY	2213 Brighton Hemmitta (Town Line Rd)	11791	Non-retail - Other	Lease
1127	8753	SYOSSET	NY	225 Robbins Lane	44109	Non-retail - Other	Lease
1128	8700	CLEVELAND	OH	4620 Hickley Industrial Pkwy	43228	Non-retail - Other	Lease
1129	8712	COLUMBUS	OH	1621 Georgesville Rd	43219	Non-retail - Other	Lease
1130	24545	COLUMBUS	OH	2204 City Gate Drive	43230	Non-retail - Other	Lease
1131	7595	Gahanna	OH	845 Claycroft Road	43125	Non-retail - Other	Lease
1132	30962	GROVEPORT	OH	5765 GREEN POINTE DRIVE	43035	Non-retail - Other	Lease
1133	25016	LEWIS CENTER	OH	8482 COTTER ST	44130	Non-retail - Other	Lease
1134	1430	Middleburg Hts	OH	8650 W 130th St	45044	Non-retail - Other	Lease
1135	8918	MONROE	OH	4125 Salmans Road	44720	Non-retail - Other	Owned
1136	3243	North Canton	OH	Man Street N Canton	44720	Non-retail - Other	Owned
1137	6092	North Canton	OH	Man Street N Canton	44720	Non-retail - Other	Owned
1138	24538	WATKINSVILLE HT	OH	1825 W. Main	44728	Non-retail - Other	Lease
1139	37563	Washington Courthouse	OH	1666 Columbus Ave	44300	Non-retail - Other	Owned
1140	3509	Cleveland	OH	14901 Lorain Ave	44111	Non-retail - Other	Owned
1141	30962	Groveport	OH	4400 G Hamilton Rd	43125	Non-retail - Other	Owned
1142	30682	GROVEPORT	OH	4400 G HAMILTON RD	43129	Non-retail - Other	GL
1143	28716	LAWTON	OK	416 E F Ave	73501	Non-retail - Other	Lease
1144	8931	OKLAHOMA CITY	OK	1425 S Central	73129	Non-retail - Other	Lease
1145	4363	TULSA	OK	3631 S. 73rd East Ave	74149	Non-retail - Other	Lease
1146	24024	TULSA	OK	12626 E 60th Street	74148	Non-retail - Other	Lease
1147	6374	CLACKAMAS	OR	14658 Se 82nd Dr	67015	Non-retail - Other	Lease
1148	24582	Clackamas	OR	16131 Se Evelyn Street	97402	Non-retail - Other	Lease
1149	6983	EUGENE	OR	4725 Pacific Ave	97230	Non-retail - Other	Lease
1150	8220	Portland	OR	12420 Ne Marx Street	18109	Non-retail - Other	Lease
1151	8841	PORTLAND	OR	15427 Ne Airport Way	16601	Non-retail - Other	Lease
1152	6744	ALLENTOWN	PA	1820 Race Street	15017	Non-retail - Other	Lease
1153	8875	Albion	PA	709 N Third Avenue	15032	Non-retail - Other	Lease
1154	24411	BRIDGEVILLE E	PA	300 Bursca Drive; Suite 303	15108	Non-retail - Other	Lease
1155	24517	EXPORT	PA	16000 Roberts Lane; Bldg #2	15108	Non-retail - Other	Owned
1156	31074	Moorestown	PA	2000 Market Blvd - parking lot	15108	Non-retail - Other	Lease
1157	8724	PITTSBURGH	PA	27 51st St	15201	Non-retail - Other	Lease
1158	6976	ROYERSFORD	PA	377 N Lewis Rd	16468	Non-retail - Other	Lease
1159	24527	SHARON HILL	PA	800 Calcon Hook Rd	19079	Non-retail - Other	Lease
1160	8962	STEELTON	PA	1235 S. Hamburg St	17113	Non-retail - Other	Lease
1161	1835	Moorestown	PR	975 Hostos Ave; Ste 110	00690	Non-retail - Other	Lease
1162	6488	Mayaguez	PR	Western Plaza S/C	00680	Non-retail - Other	Owned
1163	1945	Ponce	PR	Plaza Del Caribe 2050 Rd 21	00731	Non-retail - Other	Lease
1164	8935	RIO PIEDRAS	PR	Carri #176 Km 6.5 Goo Box 70209	00936	Non-retail - Other	Owned
1165	24560	CAYCE	SC	2110 Commerce Dr	29033	Non-retail - Other	Lease
1166	8848	GREENVILLE	SC	115 Haywood Rd	29047	Non-retail - Other	Lease
1167	8853	Latson	SC	3831 Commercial Center Rd	29456	Non-retail - Other	Lease
1168	7241	Bartlett	TN	8024 Stage Hts Blvd	38133	Non-retail - Other	Lease
1169	2037	CHATTANOOGA	TN	6300 Enterprise Park Dr; Ste A	37410	Non-retail - Other	Lease
1170	8947	KNOXVILLE	TN	114 Sherioka Rd	37922	Non-retail - Other	Lease
1171	446	MEMPHIS	TN	3456 Meyers Rd	38108	Non-retail - Other	Owned
1172	8756	Memphis	TN	3952 Willow Lake Blvd; Bldg 5	38118	Non-retail - Other	Lease
1173	24542	MEMPHIS	TN	1000 Baby Oak Drive	38133	Non-retail - Other	Lease
1174	8706	NASHVILLE	TN	640 Thompson Lane	37211	Non-retail - Other	Lease
1175	24811	NASHVILLE	TN	5010 Linbar Drive # 125	37211	Non-retail - Other	Lease
1176	1217	Corpus Christi	TX	1305 Airline Rd	78412	Non-retail - Other	Lease
1177	8247	DICKINSON	TX	1030 Velt Fm 517	77539	Non-retail - Other	Owned
1178	2021	EL PASO	TX	365 Concord	79066	Non-retail - Other	Lease
1179	24554	El Paso	TX	1335 Geronimo Dr	79025	Non-retail - Other	Lease

Count	Unit Number	City	State	Address	Zip Code	Type	Ownership Interest
1180	8907	GARLAND	TX	1501 Kings Rd	75042	Non-retail - Other	Lease
1181	8207	GRAPEVINE	TX	815 Westport Pkwy Ste 200	76051	Non-retail - Other	Lease
1182	8187	HOUSTON	TX	525 E Little York Rd	77037	Non-retail - Other	Owned
1183	24011	HOUSTON	TX	16000 N. Rappahannock	77050	Non-retail - Other	Lease
1184	2247	Laredo	TX	16000 San Donato Ave	78041	Non-retail - Other	Lease
1185	7972	McAllen	TX	3701 North McCall	78503	Non-retail - Other	Lease
1186	8022	PFLUGERVILLE	TX	828 Neur Mester Lane, Suite 100	78680	Non-retail - Other	Lease
1187	9767	PLANO	TX	2301 West Plano Parkway, Suite 201	75075	Non-retail - Other	Lease
1188	8747	SAN ANTONIO	TX	1331 N Paseo St	78202	Non-retail - Other	Lease
1189	9507	SAN ANTONIO	TX	1560 CABLE RANCH RD	78245	Non-retail - Other	Lease
1190	24029	SAN ANTONIO	TX	5898 Randolph Blvd	78239	Non-retail - Other	Lease
1191	7309	TEXARKANA	TX	4520 W 77TH ST	75501	Non-retail - Other	Owned
1192	8217	FORT WORTH	TX	5001 N Beach St	76137	Non-retail - Other	Owned
1193	8137	HOUSTON	TX	16555 Park Row	77084	Non-retail - Other	Owned
1194	8717	HOUSTON	TX	5901 Griggs Rd	77023	Non-retail - Other	Owned
1195	49027	ROUND ROCK	TX	1300 Louis Henne Blvd	78684	Non-retail - Other	Owned
1196	8147	SAN ANTONIO	TX	7353 NW Loop 410	78245	Non-retail - Other	Owned
1197	8943	SALT LAKE CITY	UT	175 W 1300 South	84115	Non-retail - Other	Lease
1198	24604	SALT LAKE CITY	UT	2927 S 4130 W	84104	Non-retail - Other	Lease
1199	8838	CHARLOTTESVILLE	VA	713 Fenway Ave, Ste D	23323	Non-retail - Other	Lease
1200	8853	DAULLES	VA	10000 Old Ox Rd	20166	Non-retail - Other	Lease
1201	8308	RICHMOND	VA	4100 Telegraph	23230	Non-retail - Other	Lease
1202	24552	RICHMOND	VA	5240 S Laburnum Ave	23231	Non-retail - Other	Lease
1203	8345	VIRGINIA BEACH	VA	102 South Witchduck Rd	23462	Non-retail - Other	Owned
1204	45061	COLCHESTER	VT	4 ACORN LAKE	03843	Non-retail - Other	Lease
1205	8897	KENT	WA	6250 S. 198th Street	95022	Non-retail - Other	Lease
1206	2329	Richtland	WA	1661 B Fowler St	99352	Non-retail - Other	Lease
1207	3692	Seattle	WA	701 5th Ave	98104	Non-retail - Other	Lease
1208	38167	Seattle	WA	1415 NE 45th Street	98105	Non-retail - Other	Lease
1209	24526	Seattle/Tukwila	WA	12628 Interurban Ave South	98168	Non-retail - Other	Lease
1210	8004	Spokane	WA	10424 W Aero Rd	99004	Non-retail - Other	Lease
1211	9480	SPOKANE	WA	12310 Mirabeau Parkway, Suite 500	99216	Non-retail - Other	Lease
1212	3722	Burlington	WA		98233	Non-retail - Other	Owned
1213	24555	BROOKFIELD	WI	13040 W Lisbon Rd, Bldg 2 Ste 300	53005	Non-retail - Other	Lease
1214	8668	JANESVILLE	WI	3920 Kennedy Rd	53545	Non-retail - Other	Lease
1215	8220	NEW BERLIN	WI	16255-16351 W LINCOLN AVE	53151	Non-retail - Other	Lease
1216	8725	VANDENBROEK	WI	N 168 Apolitical Rd	54140	Non-retail - Other	Lease
1217	8782	WAUWATOSA	WI	4320 N. 124th Street	53222	Non-retail - Other	Lease

EXHIBIT B
SCOPE OF SERVICES

REAL ESTATE ADVISORY SERVICES

Client is inviting bids on the real estate properties listed on the attachment to the Real Estate Sales Process Letter dated November 30, 2018.

JLL will perform the following Services:

1. Serve as the point of contact for parties interested in the real estate asset (prospects),
2. Receive requests, collect/search for information related to requests and respond to prospects,
3. Provide NDAs to qualified prospects,
4. Coordinate data room access and ongoing information requests throughout the entire process,
5. Collect Indicative Bids and provide copies to Sears and its advisors,
6. Review, aggregate and provide recommendations for Indicative Bids,
7. Provide recommendation related to Stalking Horse bids,
8. Communicate with Indicative Bidders and Stalking Horse Bidders
9. Collect Definitive Bids and provide copies to Sears and its advisors,
10. Review, aggregate and provide recommendations for Definitive Bids,
11. Assist in the negotiations with prospective bidders as necessary to finalize a sale,
12. Coordinate post bidding activities, track receipt of earnest money, monitor due diligence and monitor closing timeline.

If the parties amend the Scope of Services set forth on this Exhibit B, then JLL shall be entitled to an increase in compensation, which shall be set forth in the amendment to this Agreement.

EXHIBIT C
COMPENSATION

COMPENSATION

Advisory Team Resources

Monthly Advisory Fee: \$100,000/Month

JLL will invoice the monthly fee and any expenses on a monthly basis. Invoices shall be due and payable within thirty (30) days after receipt.

Additional compensation shall also be paid to JLL for each property sold or liquidated, at a rate of 0.5% of the aggregate gross purchase price for each property sold or liquidated in this Real Estate Sales Process or pursuant to a bid other than a bid to purchase substantially all of the Client's operating assets as a going concern but which may include real estate assets (the Additional Compensation), which Additional Compensation shall be payable to JLL upon the closing of the sale or liquidation of such property. Additionally, 50% of the Additional Compensation above \$500,000 shall be credited against any future payments to JLL of the monthly advisory fee. For example, if JLL receives Additional Compensation in the amount of \$600,000, then \$50,000 shall be credited against the next monthly advisory fee payment due to JLL. In no event shall JLL be required to refund any portion of the monthly advisory fee or Additional Compensation previously paid to JLL. Notwithstanding any provision to the contrary in this Agreement, if a property is under contract for sale or liquidation by the expiration of the Term, and after the expiration of the Term such property subsequently closes, then JLL shall be paid the additional compensation as set forth in this paragraph. No Additional Compensation shall be paid to JLL, however, with respect to real property or properties sold as part of a single purchase of substantially all of the Client's operating assets as a going concern.

In addition, Client will reimburse JLL for any reasonable out-of-pocket expenses incurred as a part of performing the Services not to exceed \$20,000. Reimbursable items include, but are not limited to, expenses related to outside bankruptcy legal counsel, travel, parking, mileage, overnight and messenger services, phone and equipment use as determined by the Client's travel and expense policy. Notwithstanding anything contained herein and the attached, JLL understands and agrees that any such charges shall be consistent with the guidelines promulgated by the U.S. Trustee, relevant Bankruptcy Court orders, Local Bankruptcy Rules for the Southern District of New York and Federal Rules of Bankruptcy Procedure; provided, however, the parties agree that such guidelines shall not apply with respect to the compensation to be paid to JLL as set forth above.

EXHIBIT D

INSURANCE REQUIREMENTS

JLL's Insurance. JLL shall carry the following insurance, at its own expense:

Professional liability (errors and omissions) insurance in the amount of no less than \$2,000,000. Such insurance coverage shall be on claims made basis and shall remain in force for the term of this Agreement and for two (2) years following expiration or termination of this Agreement.

JLL's Professional Liability Policy must be maintained with companies having an A.M. Best's rating of A- VII or better. JLL shall provide Client with certificates of insurance evidencing such Policy within ten (10) days of the execution of this Agreement. All certificates shall also indicate that JLL's insurers shall endeavor to provide Client thirty (30) days advanced notice in the event of cancellation or non-renewal of coverage.

Mutual Waiver. Each party waives any claims against the other party for damage to its property and will cause its respective insurance carriers to waive all rights of subrogation with respect to losses payable and waives all claims with respect to any deductible or self-insured retention.

RIDER TO REAL ESTATE ADVISORY SERVICES AGREEMENT

(Attached)

RIDER TO REAL ESTATE ADVISORY SERVICES AGREEMENT

This Rider supplements the terms of the Real Estate Advisory Services Agreement (the “Agreement”) to which it is attached and in the event of any conflict between the provisions set forth in this Rider and the Agreement, the terms and provisions of this Rider shall control. Capitalized terms used in this Rider that are not otherwise defined in this Rider shall have the meanings given to them in the Agreement.

STATE-SPECIFIC PROVISIONS (ARIZONA)

Notice of Right to Broker’s Lien. Owner acknowledges that the Owner’s failure to pay JLL any leasing commission under this Agreement may give rise to lien rights as provided by Section 33-1071 et seq. of the Arizona Revised Statutes.

Agency Notification. Owner confirms Owner’s receipt and acknowledgment of the publication required by Arizona law to be provided to Owner by JLL, entitled “Real Estate Licensees’ Duties to the Client,” attached hereto as Exhibit I.

EXHIBIT C

Appraisal Engagement Letter



United States | November 2018

Valuation & Advisory

November 28, 2018

Ms. Jane Borden
President SHC Real Estate
847.286.5992 phone
Jane.Borden@searshc.com email

Mr. William Gallagher
Managing Director, MIII Partners
212.430.2044 phone
wgallagher@miiipartners.com email

Mr. Michael Bond
Partner, Weil, Gotshal
212.310.8035 phone
Michael.Bond@weil.com email

RE: Property appraisal services in relation to approximately 430 appraisals for Sears Holding Corp (the "Property")

Dear Sears Holding Corporation:

JLL Valuation & Advisory Services, LLC ("we" or "JLL") appreciates the opportunity to provide this proposal for services regarding the Property to *Sears Holding Corporation* (the "Client" or "you").

We agree to perform the services outlined in Exhibit A to this letter (the "Services") on the terms provided in this letter.

In return for JLL providing the Services, you agree to pay JLL as follows:

You will pay JLL a fee (the "Fee") equal to Three Thousand Dollars (\$3,000) per asset for the initial tabulation of value spreadsheet and preliminary valuation report in the form agreed upon. If specifically requested by you, that JLL prepare a full appraisal report for any specific asset, you will pay JLL a fee equal to Two Thousand Dollars (\$2,000) per asset for each such full appraisal report. If specifically requested by you, that JLL perform any asset inspection for any specific asset, JLL will also perform an asset inspection for an additional One Thousand Dollars (\$1,000) for each such asset inspection. You agree to pay each such bill within thirty (30) days of receipt.

The Fee includes the expenses related to this engagement. Our invoices will be addressed to the addressee of our report unless you request otherwise in writing. Additional work outside the above scope, including expert testimony, will be billed at hourly rates.

This letter is subject to the General Terms and Conditions attached to this letter as Exhibit B, the Statement of Assumptions and Limiting Conditions attached to this letter as Exhibit C.

We are enthusiastic about the opportunity to work with you on this project. Please sign a copy of this letter as confirmation of our agreements stated in this letter.

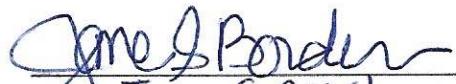
Sincerely,

JLL VALUATION & ADVISORY SERVICES, LLC



By: Michael W. Welch, SR/WA, R/W-AC, MRICS
Title: Head of Valuation & Advisory Services

READ, AGREED AND ACCEPTED BY:
Sears Holding Corporation



By: Jane S. Borden
Title: President - Real Estate

JLL Engagement Letter | Sears Holding Corporation

EXHIBIT A
PROPOSAL

Client hereby engages JLL Valuation & Advisory LLC to complete a valuation and consulting assignment as follows:

PROPERTY IDENTIFICATION:	See Exhibit D – To be amended by client to 430 assets
PROPERTY TYPE:	Retail
INTEREST APPRAISED:	A combination of fee and leasehold interests on a Go Dark basis
INTENDED USERS:	Sears Holding Corporation and its employees/agents, and court of jurisdiction, subject to the provisions of Section 17.1.
INTENDED USE:	The intended use of this report is to assist the Client in determining the market value of their assets for bankruptcy proceedings.
PURPOSE OF APPRAISAL:	Market Value/Sears Position
DATE OF VALUE:	Current
APPRAISAL STANDARDS:	Uniform Standards of Professional Appraisal Practice (USPAP) by the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
ANTICIPATED SCOPE OF WORK:	Site Visit: No Site Visit (unless requested by the client) <u>Valuation Approaches</u> All applicable approaches to value to develop a credible result.
DELIVERY DATE:	Initial Tabulation of Value: December 24, 2018 Final Summary Appraisal Reports: January 9, 2019 Appraisal Reports if requested: A 2019 date to be agreed upon by Client and JLL
DELIVERY METHOD:	Electronic delivery
HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS:	To be provided in report

Valuation & Advisory

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 These Terms and Conditions supplement the proposal, agreement, letter of engagement or email (the "engagement") between JLL Valuation and Advisory

Services, LLC and the Client indicated in the engagement that sets out details of the Services to be provided to the Client. All capitalized terms in this exhibit have the meanings given to them in the engagement unless given a different meaning in this exhibit. These Terms and Conditions, together with the engagement and all other exhibits, schedules and riders to the engagement, are collectively called the "agreement".

2. SERVICES

2.1 We will provide the Services using reasonable care and skill.

2.2 We may make changes to the Services if necessary to comply with any law or safety requirement. We will notify you if that happens. Otherwise, JLL and the Client must agree in writing to any changes to the Services, the Fees, or any other provision of the agreement.

3. CLIENT OBLIGATIONS

3.1 You agree to give us all documents and other information that we advise you are reasonably necessary for us to provide the Services.

3.2 You will maintain adequate property and public liability insurance to reasonably insure property that you own or occupy and any activities on that property. You will obtain all necessary licenses, permissions and consents which may be required to enable us to perform the Services (other than professional licenses that we are required to maintain to perform the Services). You are responsible

Exhibit B

to keep your property in a safe condition so that we may perform the Services in reasonable safety.

3.3 You will notify us promptly if you believe any information you have provided is incomplete or inaccurate.

4. DELAY

We are not responsible for any delay in our performance of the Services if caused by any event beyond our reasonable control, or for any delay caused by your failure to comply with the agreement.

5. FEES, EXPENSES AND PAYMENT

5.1 You agree that your obligation to pay the Fee is not contingent upon the results, conclusions or recommendations we provide.

5.2 If we are asked to invoice any other party, you agree to settle our invoice immediately if the other party does not do so within 30 days of the date of the invoice.

5.3 If the Fee or any part of it remains unpaid 30 days after it was due, you may not use any report or work product we have delivered to you for any reason.

5.4 If you terminate this agreement before the Services are completed, you will pay us, no later than the termination date, a reasonable fee proportionate to the part of the Services performed to the date of termination.

5.5 Our rights under Section 5.3 and 5.4 are in addition to, and will not limit, our right to pursue any other rights and remedies under the agreement or at law or in equity.

6. INDEMNITY

You agree to indemnify and defend us and

Valuation & Advisory

TERMS AND CONDITIONS

hold us harmless from any loss, liability or expense (including attorneys' fees) arising from a third party action, claim or proceeding ("Loss") that we suffer arising out of the agreement or the Services, other than Loss that a court of competent jurisdiction has determined was the result of our negligence or willful misconduct. We agree to indemnify and defend you and hold you harmless from any Loss that you suffer arising out of our negligent performance of Services under the agreement, other than Loss that is found by a court of competent jurisdiction to result from your negligence or willful misconduct.

7. EXCLUSIONS OF, AND LIMITATIONS ON, LIABILITY

7.1 EACH OF JLL AND THE CLIENT WAIVES ANY CLAIMS AGAINST EACH OTHER FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL JLL'S LIABILITY IN CONNECTION WITH THE AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.

8. TERMINATION

- 8.1 Either of us may terminate the agreement without reason by giving 30 days' advance written notice to the other provided that, in the event JLL terminates the agreement, no fees shall be due.
- 8.2 Either of us may terminate the agreement immediately if the other breaches the agreement and fails to remedy the breach within 10 days of notice by the non-breaching party.
- 8.3 We may terminate the agreement immediately for any of the following reasons:
 - (a) We cannot provide any of the Services due to conditions beyond our reasonable control.
 - (b) In our reasonable opinion, there is insufficient information available to

Exhibit B

provide a report or other work product that meets our standards.

- (c) A conflict of interest arises which prevents us from acting for you.
- (d) You have asked us to provide reports or work product that we do not consider to be accurate.

9. APPRAISAL REPORT ASSUMPTIONS AND LIMITATIONS

9.1 Any report or other work product we deliver as part of the Services will be subject to our standard Statement of Assumptions and Limiting Conditions, provided as an exhibit and as part of the agreement, which will be incorporated into the report or work product.

9.2 We understand that you may wish to use the report or other work product we deliver as part of the Services to support your Stark law and Anti-Kickback compliance process. Our reports and work product are appraisals prepared pursuant to Uniform Standards of Professional Appraisal Practice, and do not undertake to evaluate any such compliance. You acknowledge that many factors in addition to property value must be considered to determine Stark or anti-kickback law compliance, and agree that any reports and work product we deliver make no opinion or representation that any transaction involving property we appraise is compliant with Stark law or any anti-kickback law.

10. CONFIDENTIALITY

10.1 We each agree to maintain the confidentiality of each other's confidential information and will not disclose any information received in confidence from each other, until two years after termination or expiration of

Valuation & Advisory

TERMS AND CONDITIONS

the agreement, except where required to do so by law.

10.2 Subject to Section 17.1, any report or other work product that we deliver to you in connection with the Services is confidential and maybe used by only you, unless we agree otherwise in writing.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 We retain all copyright (and other intellectual property rights) in all materials, reports, systems and other deliverables which we produce or develop for the purposes of the agreement, or which we use to provide the Services.

11.2 Subject to Section 17.1 you will not reproduce or copy any part of any report or other work product we produce as part of the Services without our prior written consent.

12. GENERAL

12.1 The agreement may be modified only by a written agreement signed by both of us. Liability accruing before the agreement terminates or expires will survive termination or expiration.

12.2 The agreement states the entire agreement, and supersedes all prior agreements, between you and JLL with respect to the matters described in the agreement.

12.3 If a court determines that any part of the agreement is unenforceable, the remainder of the agreement will remain in effect.

12.4 The agreement is governed by the laws of the State of New York. Each of us irrevocably submits to the exclusive jurisdiction of the courts of that State.

12.5 The agreement may be executed in multiple counterparts.

12.6 No director, officer, agent, employee or representative of either of us has any personal liability in connection with the agreement.

Exhibit B

12.7 Neither of us may assign or transfer any rights or obligations under the agreement without the prior written approval of the other. We each agree to be reasonable in evaluating such a request for approval.

12.8 If there is any conflict between the terms of the letter and this exhibit, the terms of the letter will prevail.

12.9 If either of us fails to enforce any provision or exercise any right under the Agreement at any time, that failure will not operate as a waiver to enforce that provision or to exercise that right at any other time.

12.10 The agreement does not establish any partnership or joint venture between us, or make either of us the agent of the other.

12.11 A person who is not a party to the agreement does not have any rights to enforce its terms unless specifically agreed in writing.

12.12 Neither of us may publicize or issue any specific information to the media about the Services or the agreement without the written consent of the other.

12.13 Each of us represents to the other that it is not a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action. Each of us agrees to comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption.

12.14 If you do not comply with your obligations under the agreement and we commence legal action to enforce our rights, you will reimburse our reasonable costs (including attorneys' fees),

Valuation & Advisory

TERMS AND CONDITIONS

associated with such action. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**

12.15 Sections 5, 6, 7, 10, 11, 12.1, 13, 17 and 18 will survive termination of the agreement.

13. USE OF DATA AND DATA PROTECTION

13.1 You agree as follows: (i) The data we collect from sources other than you in connection with the agreement will remain our property. (ii) We and our affiliates may utilize, sell and include data you have provided (either in the aggregate or individually) in the databases of JLL and its affiliates and for use in derivative products. (iii) We may utilize all data already in the public domain on an unrestricted basis.

13.2 In order for us to provide the Services, we may need to record and maintain in hard copy and/or in electronic form, information regarding the Client, its officers and any other individuals connected with the Client (collectively "Data Subjects"). We may also verify the identity of Data Subjects, which could include carrying out checks with third parties such as credit reference, anti-money laundering or sanctions checking agencies.

13.3 We may use all information that we hold regarding Data Subjects to provide the Services. We may also use and share it with third parties for other purposes as described

in our Privacy Statement available at www.jll.com.

13.4 We may use both commercially available and proprietary software programs to perform the Services (web based and others).

14. SPECIAL EXPERTS

14.1 If you request our assistance in hiring a special expert to contribute to any assignment (such as a surveyor, environmental consultant, land planner, architect, engineer, business, personal property, machinery and equipment appraiser, among others), you will perform your own due diligence to qualify the special expert. You will be responsible to pay for the services of the special expert.

Exhibit B

14.2 We are not responsible for the actions and findings of any special expert. You agree to indemnify and defend us and hold us harmless from all damages that may arise out of your reliance on any special expert.

15. CONFLICTS POLICY

JLL adheres to a strict conflict of interest policy. If we learn of a conflict of interest, we will notify you and recommend a course of action to resolve the conflict. If we learn of a conflict that we do not believe can be resolved, we may terminate the agreement without penalty.

16. FIRREA REQUIREMENTS

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, any report produced by JLL under the agreement, if ordered independent of a financial institution or agent, might not be FIRREA compliant or acceptable to a federally regulated financial institution.

17. USE OF WORK PRODUCT AND RELIANCE

17.1 Notwithstanding anything to the contrary herein, you are authorized to use any report or other work product we produce in rendering the Services in connection with your Bankruptcy Cases (as defined in Section 19.1), for whatever purpose you deem necessary in your sole discretion, including, without limitation, the sharing of any such report or work product in public filings, hearings before the Court, negotiations with third parties, sales of assets, or a plan of reorganization.

17.2 Subject to Section 17.1 you agree that any report or other work product we produce in connection with the Services are for your use only, and only for the purpose indicated in the agreement. Subject to Section 17.1, no person or entity other

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than the Client may use or rely on any such report or work product unless we consent otherwise in writing, even if such reliance is foreseeable. Any person who receives a copy of any report or other work product we produce as a consequence of disclosure requirements that apply to the Client, does not become an intended user of this report unless the Client specifically identified them at the time of the engagement.

17.3 Subject to Section 17.1 you will not use any such report or work product in connection with any public documents. Subject to Section 17.1 you will not refer to JLL in any public documents without our prior written consent. We may give or withhold our consent in our sole discretion for any purpose under this Section 17.

18. LITIGATION MATTERS

18.1 We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in the agreement or otherwise in writing, or if required by law.

18.2 If we receive a subpoena or other judicial command to produce documents or to provide testimony in a lawsuit or proceeding regarding the agreement, we will notify you if allowed by law to do so. However, if we are not a party to these proceedings, you agree to compensate us for our professional time at the then prevailing hourly rates of the personnel responding to the subpoena or providing testimony, and to reimburse us for our actual expenses incurred in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred.

19. BANKRUPTCY ISSUES

19.1 Notwithstanding anything to the contrary herein, we acknowledge and understand that your obligation to pay the Fee or any outstanding invoices hereunder will be consistent with and subject to the order entered by the United States Bankruptcy Court for the Southern District of New York providing for your retention of us in your chapter 11 cases pending in such Court (the "Bankruptcy Cases"), the guidelines promulgated by the U.S. Trustee, the Local Bankruptcy Rules for the Southern District of New York, and the Federal Rules of Bankruptcy Procedure.

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STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

1. All reports and work product we deliver to you (collectively called "report") represents an opinion of value, based on historical information and forecasts of market conditions. Actual results may vary from those forecast in the report. There is no guaranty or warranty that the opinion of value reflects the actual value of the property.
2. The conclusions stated in our report apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events. Assessed values may change significantly and unexpectedly over short periods. We are not liable for any conclusions in the report that may be different if there are subsequent changes in value. We are not liable for loss relating to reliance upon our report more than three months after its date.
3. There may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material. We are not liable for any loss arising from these differences.
4. We are not obligated to predict future political, economic or social trends. We assume no responsibility for economic factors that may affect or alter the opinions in the report if the economic factors were not present as of the date of the letter of transmittal accompanying the report.
5. The report reflects an appraisal of the property free of any liens or encumbrances unless otherwise stated.
6. We assume responsible ownership and competent property management.
7. The appraisal process requires information from a wide variety of sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our appraisal has been withheld.
8. We assume the following, unless informed to the contrary in writing: Each property has a good and marketable title. All documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other adverse title conditions, which would have a material effect on the value of the interest under consideration. There is no material litigation pending involving the property. All information provided by the Client, or its agents, is correct, up to date and can be relied upon. We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions, interpretation of legal documents and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants. We recommend that you engage suitable consultants to advise you on these matters.
9. We assume that all engineering studies correct. The plot plans and illustrative material in the report are included only to help the reader visualize the property.
10. We assume that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. We are not responsible for such conditions or for obtaining the engineering studies that may be required to discover them.
11. We assume that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report. We have not made or requested any environmental impact studies in conjunction with the report. We reserve the right to revise or rescind any opinion of value that is based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the report

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assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

12. Unless otherwise stated in the report, you should assume that we did not observe any hazardous materials on the property. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances, and we are not providing environmental services. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. Our report assumes that there is no such material on or in the property that would cause a loss in value. We do not assume responsibility for such conditions or for any expertise or engineering knowledge required to discover them. We encourage you to retain an expert in this field, if desired. We are not responsible for any such environmental conditions that exist or for any engineering or testing that might be required to discover whether such conditions exist. We are not experts in the field of environmental conditions, and the report is not an environmental assessment of the property.
13. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
14. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the Americans with Disabilities Act ("ADA"), Stark law or any anti-kickback laws. We claim no expertise in such issues, and render no opinion regarding compliance of you or the property with ADA, Stark law or anti-kickback law or regulations.
15. We assume that the property conforms to all applicable zoning and use regulations and restrictions unless we have identified, described and considered a non-conformity in the report.
16. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
17. We assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
18. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
19. We did not conduct a formal survey of the property and assume no responsibility for any survey matters. The Client has supplied the spatial data, including sketches and/or surveys included in the report, and we assume that data is correct, up to date and can be relied upon.
20. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.

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21. In the case of property where construction work is in progress, such as refurbishment or repairs, or where developments are in progress, we have relied upon cost information supplied to us by the Client or its appointed experts or upon industry accepted cost guides. In the case of property where construction work is in progress, or has recently been completed, we do not make allowance for any liability already incurred, but not yet discharged, in respect of completed work, or obligations in favor of contractors, subcontractors or any members of the professional or design team. We assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
22. Any allocation in the report of value between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
23. Subject to Section 17.1 the report is confidential to the party to whom it is addressed and those other intended users specified in the report for the specific purpose to which it refers. Use of the report for any other purpose or use by any party not identified as an intended user of the report without our prior written consent is prohibited, and we accept no responsibility for any use of the report in violation of the terms of this Agreement.
24. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.
25. Neither the whole report, nor any part, nor reference thereto, may be published in any manner without our prior written approval.
26. We may rely on, and will not verify, the accuracy and sufficiency of documents, information and assumptions provided to it by the Client or others. We will not verify documents, information and assumptions derived from industry sources or that JLL or its affiliates have prepared in the regular course of business. We are not liable for any deficiency in the report arising from the inaccuracy or insufficiency of such information, documents and assumptions. However, our report will be based on our professional evaluation of all such available sources of information.
27. JLL IS NOT LIABLE TO ANY PERSON OR ENTITY FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF JLL AND ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.
28. Unless expressly advised to the contrary, we assume that appropriate insurance coverage is and will continue to be available on commercially acceptable terms.
29. We assume that no material changes in any applicable federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
30. We may determine during the course of the assignment that additional Hypothetical Conditions and Extraordinary Assumptions may be required in order to complete the assignment. The report will be subject to those Hypothetical Conditions and Extraordinary Assumptions. Each person that is permitted to use the report agrees to be bound by all the Assumptions and Limiting Conditions and any Hypothetical Conditions and Extraordinary Assumptions stated in the report.

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Unit	NAME	ST	Address	Zip Code	SHCFormat
2027	Wasilla	AK	1000 S Seward Meridian Rd	99654	Sears
1136	Riverchase	AL	2500 Riverchase Galleria	35244	Sears
2126	Hot Springs	AR	4501 Central Ave Ste 101	71913	Sears
1728	Tucson	AZ	4570 N Oracle Rd	85705	Sears
4996	Tucson	AZ	7055 E Broadway St	85710	Kmart
3707	Lake Havasu City	AZ	1870 Mc Cullouch Blvd	86403	Kmart
1678	Carlsbad	CA	2561 El Camino Real	92008	Sears
3725	Freedom	CA	1702 Freedom Boulevard	95019	Kmart
2028	Hemet	CA	2200 W Florida Ave	92545	Sears
3748	Hollister	CA	491 Tres Pinos Road	95023	Kmart
9328	Long Beach	CA	2900 Bellflower Blvd	90815	Kmart
1818	Rancho Cucamonga	CA	8250 Day Creek Blvd	91739	Sears
9797	Scotts Valley	CA	270 Mt Hermon Rd	95066	Kmart
1368	Concord	CA	1001 Sunvalley Blvd	94520	Sears
1309	Downey	CA	500 Stonewood St	90241	Sears
1758	Escondido	CA	210 E Via Rancho Pkwy	92025	Sears
4457	Hayward	CA	26231 Mission Blvd	94544	Kmart
1378	Orange	CA	2100 N Tustin St	92865	Sears
1048	Pasadena	CA	3801 E Foothill Blvd	91107	Sears
1288	Stockton	CA	5110 Pacific Ave	95207	Sears
7619	Atascadero	CA	3980 El Camino Real	93422	Kmart
9608	Auburn	CA	2505 Bell Rd	95603	Kmart
1018	Baldwin Hills	CA	3755 Santa Rosalia Dr	90008	Sears
7756	Bishop	CA	1200 N Main St	93514	Kmart
1008	Boyle	CA	2650 E Olympic Blvd	90023	Sears
3834	Burbank	CA	1000 San Fernando Road	91504	Kmart
7165	Camarillo	CA	940 Arneill Rd	93010	Kmart
3086	Chico	CA	2155 Pillsbury Rd	95926	Kmart
1098	Clovis	CA	1140 Shaw Ave	93612	Sears
7098	Concord	CA	5100 Clayton Road	94521	Kmart
4047	Costa Mesa	CA	2200 Harbor Blvd	92627	Kmart
2628	Eureka	CA	3300 Broadway	95501	Sears
9746	Grass Valley	CA	111 W Mc Knight Way	95949	Kmart
4819	Lakeport	CA	2019 South Main	95453	Kmart
4421	North Hollywood	CA	13007 Sherman Way	91605	Kmart
3842	Oakdale	CA	175 Maag Avenue	95361	Kmart
9551	Paradise	CA	6600 Clark Road	95969	Kmart
3501	Petaluma	CA	261 N Mc Dowell Blvd	94954	Kmart
7175	Riverside	CA	7840 Limonite Ave	92509	Kmart
3412	Salinas	CA	1050 North Davis Road	93907	Kmart
9153	South Lake Tahoe	CA	1056 Emerald Bay Rd	96150	Kmart
3174	Stockton	CA	2180 E Mariposa Rd	95205	Kmart
4751	Tehachapi	CA	710 West Tehachapi	93561	Kmart
2059	Tracy	CA	3350 Naglee Rd	95304	Sears
2829	Victorville	CA	14420 Bear Valley Rd	92392	Sears
3235	West Covina	CA	730 South Orange	91790	Kmart
1149	Whittier	CA	15600 Whittwood Ln	90603	Sears
2238	Yuba City	CA	1235 Colusa Ave	95991	Sears
2288	Antioch	CA	2600 Somersville Rd	94509	Sears
1228	Arden	CA	1601 Arden Way	95815	Sears
4857	Desert Hot Springs	CA	14011 Palm Drive	92240	Kmart
1209	Long Beach	CA	2100 N Bellflower Blvd	90815	Sears
1068	Palmdale	CA	1345 W Avenue P	93551	Sears
3368	Redlands	CA	1625 W Redlands	92373	Kmart
4371	Santa Maria	CA	2875 Santa Maria Way	93455	Kmart
1111	Colorado Springs	CO	2050 Southgate Rd	80906	Sears
1467	Ft Collins	CO	205 E Foothills Pkwy	80525	Sears
1141	Aurora	CO	14200 E Alameda Ave	80012	Sears

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1221	Chapel Hills	CO	1650 Briargate Blvd	80920	Sears
7329	Loveland	CO	2665 W Eisenhower	80537	Kmart
4453	Pueblo	CO	3415 N Elizabeth St	81008	Kmart
1271	Littleton/Denver	CO	8501 W Bowles Ave	80123	Sears
1281	Pueblo	CO	3201 Dillon Dr	81008	Sears
1831	Thornton	CO	16395 Washington St	80023	Sears
3216	Vernon	CT	295 Hartford Turnpike	06066	Kmart
7109	Watertown	CT	595 Straits Turnpike	06795	Kmart
1443	Manchester	CT	190 Buckland Hills Dr	06040	Sears
4807	Bear	DE	301 Governor Place	19701	Kmart
3873	Wilmington	DE	4700 Limestone Road	19808	Kmart
1853	Wilmington	DE	4737 Concord Pike	19803	Sears
2485	Brooksville	FL	13085 Cortez Blvd	34613	Sears
1456	Oviedo	FL	1360 Oviedo Blvd	32765	Sears
1585	Tallahassee	FL	1500 Apalachee Pkwy	32301	Sears
1765	Palm Beach Gardens	FL	3101 Pga Blvd	33410	Sears
3317	Boca Raton	FL	1401 W Palmetto Park Rd	33486	Kmart
1007	Brandon	FL	686 Brandon Town Center Mall	33511	Sears
4893	Ellenton	FL	6126 Highway 301	34222	Kmart
3818	Hollywood	FL	3800 Oakwood Blvd	33020	Kmart
9614	Key Largo	FL	101399 Overseas Highway	33037	Kmart
2215	Key West	FL	3200 N Roosevelt Blvd	33040	Sears
4725	Key West	FL	2928 North Roosevelt Blvd	33040	Kmart
3269	Lantana	FL	1201 S Dixie	33462	Kmart
2745	Leesburg	FL	10401 Us Highway 441 Ste 2002	34788	Sears
9224	Marathon	FL	5561 Overseas Hwy	33050	Kmart
4728	Miami	FL	3825 7Th Street North W	33126	Kmart
2145	Port Charlotte	FL	1441 Tamiami Trl	33948	Sears
1745	Tampa/Westshore	FL	347 Westshore Plz	33609	Sears
1066	The Avenues	FL	10302 Southside Blvd	32256	Sears
7294	Vero Beach	FL	1501 U S 1	32960	Kmart
2135	Sebring	FL	901 Us 27 N Ste 130	33870	Sears
1055	Coral Springs	FL	9565 W Atlantic Blvd	33071	Sears
3223	Fort Walton Beach	FL	200 Irwin N E	32548	Kmart
1175	Merritt Island	FL	777 E Merritt Island Cswy	32952	Sears
1485	Orange Pk	FL	1910 Wells Rd	32073	Sears
1285	Orlando-South	FL	8001 S Orange Blossom Trl	32809	Sears
2885	Port Richey	FL	9409 Us Highway 19 N Ste 101	34668	Sears
1015	Vero Beach	FL	6200 20Th St Ste 300	32966	Sears
2505	Gainesville	GA	150 Pearl Nix Pkwy	30501	Sears
2845	Athens	GA	3700 Atlanta Hwy Ste 270	30606	Sears
1035	Augusta	GA	3450B Wrightsboro Rd	30909	Sears
1095	Douglasville	GA	6580 Douglas Blvd	30135	Sears
1155	Kennesaw	GA	400 Ernest W Barrett Pkwy Nw	30144	Sears
7705	Tamuning	GU	404 N Marine Dr Rte 1	96913	Kmart
1738	Kaneohe(Sur)	HI	46-056 Kamehameha Hwy	96744	Sears
2148	Kahului Maui(Sur)	HI	275 Kaahumanu Ave Ste 1000	96732	Sears
1578	Aiea Oahu-Pearl Rdg	HI	98-180 Kamehameha Hwy	96701	Sears
2388	Hilo(Sur)	HI	111 E Puainako St	96720	Sears
1681	Honolulu	HI	1505 Kapiolani Blvd	96815	Sears
2422	Sioux City	IA	4480 Sergeant Rd	51106	Sears
7033	Lewiston	ID	1815-21St St	83501	Kmart
7006	Twin Falls	ID	2258 Addison Ave East	83301	Kmart
1640	Fairview Hts	IL	235 Saint Clair Sq	62208	Sears
4381	Bridgeview	IL	7325 W 79Th Street	60455	Kmart
4214	Des Plaines	IL	1155 Oakton St	60018	Kmart
2990	Rockford-Cherryvale	IL	7200 Harrison Ave	61112	Sears
1172	Bloomingdale	IL	5 Stratford Sq(Gary & Schick)	60108	Sears
1840	Chicago Ridge	IL	6501 95Th St	60415	Sears

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1321	Peoria	IL	2200 W War Memorial Dr Ste 998	61613	Sears
1570	Schaumburg	IL	2 Woodfield Mall	60173	Sears
1820	West Dundee	IL	5000 Spring Hill Mall	60118	Sears
7042	Valparaiso	IN	2801 Calumet Ave	46383	Kmart
9124	Elwood	IN	1519 State Road 37 S	46036	Kmart
7243	Kokomo	IN	705 North Dixon	46901	Kmart
9030	Peru	IN	11 Sherwood Square	46970	Kmart
7246	Richmond	IN	3150 National Road West	47374	Kmart
9122	Warsaw	IN	3350 U S 30 East	46580	Kmart
1650	Merrillville	IN	2300 Southlake Mall	46410	Sears
1800	Mishawaka	IN	6501 Grape Rd Us 23	46545	Sears
1161	Wichita-Town East	KS	7700 E Kellogg Dr	67207	Sears
3029	Erlanger	KY	3071 Dixie Hwy	41018	Kmart
7255	Somerset	KY	411 Russell Dyche Hwy	42501	Kmart
1226	Metairie	LA	4400 Veterans Mem Blvd	70006	Sears
4810	Metairie	LA	2940 Veterans Blvd	70002	Kmart
1147	Baton Rouge	LA	6501 Blubonnet Blvd	70836	Sears
1283	Braintree	MA	250 Granite St	02184	Sears
1223	Brockton-Westgate	MA	200 Westgate Dr	02301	Sears
7104	Acton	MA	252 Main St	01720	Kmart
1213	Auburn	MA	385 Southbridge St	01501	Sears
3288	Billerica	MA	484 Boston Rd	01821	Kmart
4407	Brockton	MA	2001 Main Street	02301	Kmart
1243	Hanover	MA	1775 Washington St	02339	Sears
3040	Hyannis	MA	768 Iyanough Rd	02601	Kmart
1133	Leominster	MA	100 Commercial Rd	01453	Sears
2373	No Dartmouth	MA	100 N Dartmouth Mall	02747	Sears
9692	Webster	MA	Route 12	01570	Kmart
9255	Palmer	MA	Wilbraham Road (Sr 20)	01069	Kmart
3433	Holyoke	MA	2211 Northampton St	01040	Kmart
1104	Marlborough	MA	521 Lynch Blvd	01752	Sears
1033	N Attleboro	MA	1009 S Washington St	02760	Sears
1374	Bel Air	MD	658 Baltimore Pike	21014	Sears
1304	Silver Spring	MD	11255 New Hampshire Ave	20904	Sears
1725	Annapolis	MD	1040 Annapolis Mall	21401	Sears
3256	Baltimore	MD	8980 Waltham Woods Rd	21234	Kmart
2774	Cumberland	MD	1262 Vocke Rd	21502	Sears
2664	Frederick	MD	5500 Buckeystown Pike	21703	Sears
3131	Frederick	MD	1003 W Patrick St	21702	Kmart
1754	Gaithersburg	MD	701 Russell Ave	20877	Sears
3172	Hagerstown	MD	1713 Massey Blvd	21740	Kmart
3798	Hyattsville	MD	6411 Riggs Road	20783	Kmart
1773	Salisbury	MD	2306 N Salisbury Blvd	21801	Sears
4399	Silver Spring	MD	14014 Connecticut Ave	20906	Kmart
7673	Stevensville	MD	200 Kent Landing	21666	Kmart
1634	Baltimore-West	MD	6901 Security Sq Blvd	21244	Sears
1854	Parkville	MD	8200 Perry Hall Blvd	21236	Sears
1074	Waldorf	MD	11170 Mall Circle	20603	Sears
3021	Auburn	ME	603 Center St	04210	Kmart
7133	Augusta	ME	58 Western Avenue	04330	Kmart
2203	Brunswick	ME	8 Gurnet Rd	04011	Sears
2183	So Portland	ME	400 Maine Mall Rd	04106	Sears
7031	Menominee	MI	1101-7Th Ave	49858	Kmart
1092	Westland	MI	35000 Warren Rd	48185	Sears
3155	Belleville	MI	2095 Rawsonville Rd	48111	Kmart
9557	Grayling	MI	2425 S Grayling	49738	Kmart
3819	Hastings	MI	802 West State Street	49058	Kmart
1170	Lansing	MI	3131 E Michigan Ave	48912	Sears
3841	Marshall	MI	15861 Michigan Avenue	49068	Kmart

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7068	Midland	MI	1820 S Saginaw Rd	48640	Kmart
9593	Oscoda	MI	5719 N US 23	48750	Kmart
3379	Waterford Twp.	MI	5100 Dixie Hwy	48329	Kmart
9693	Marine City	MI	6730 S River Road	48039	Kmart
9385	Clio	MI	4290 W Vienna Rd	48420	Kmart
1011	Grandville	MI	3622 Rivertown Pkwy Sw	49418	Sears
1460	Livonia	MI	29500 7 Mile Rd	48152	Sears
1192	Muskegon	MI	5500 Harvey St	49444	Sears
1760	Novi	MI	27600 Novi Rd	48377	Sears
1110	Portage	MI	6780 S Westnedge Ave	49024	Sears
1590	Saginaw	MI	4900 Fashion Square Mall	48604	Sears
4206	Warren	MI	2000 Ten Mile Rd	48091	Kmart
1722	Bloomington	MN	2000 N E Court	55425	Sears
3405	Minneapolis	MN	10 W Lake Street	55408	Kmart
9689	International Falls	MN	1606 Hwy 11-71	56649	Kmart
4351	Rochester	MN	201 Ninth St S E	55904	Kmart
3059	St. Paul	MN	245 E Maryland Ave	55117	Kmart
1042	Joplin	MO	101 N Rangeline Rd	64801	Sears
9353	Crystal City	MO	155 Twin City Mall	63019	Kmart
1822	Cape Girardeau	MO	330 Siemers Dr	63701	Sears
1121	Independence	MO	18777 E 39Th St S	64057	Sears
1171	Springfield	MO	2825 S Glenstone Ave	65804	Sears
1182	St Peters	MO	3 Mid Rivers Mall Dr	63376	Sears
9520	Gulfport	MS	12057-A Highway 49	39503	Kmart
9808	Hamilton	MT	1235 North First Street	59840	Kmart
7030	Kalispell	MT	2024 Us Hwy 2 E	59901	Kmart
1335	Greensboro	NC	3200 W Friendly Ave	27408	Sears
3744	Kill Devil Hills	NC	1091 N Croatan Highway	27948	Kmart
3886	Asheville	NC	980 Brevard Road	28806	Kmart
2105	Burlington	NC	100 Colonial Mall	27215	Sears
7208	Clemmons	NC	2455 Lewisville-Clemmon	27012	Kmart
1045	Durham-Northgate	NC	1620 Guess Rd	27701	Sears
2755	Jacksonville	NC	344 Jacksonville Mall	28546	Sears
9619	Morehead City	NC	4841 Arendell St	28557	Kmart
9549	Morganton	NC	110-112 Bost Rd	28655	Kmart
3667	Raleigh	NC	8701 Six Forks Road	27615	Kmart
7626	Waynesville	NC	1300 Dellwood Road	28786	Kmart
1165	Concord	NC	1480 Concord Pkwy N	28025	Sears
2175	Greenville	NC	240 Carolina East Mall	27834	Sears
2515	Hickory	NC	1940 Us Highway 70 Se	28602	Sears
1605	Raleigh	NC	7330 Old Wake Forest Rd	27616	Sears
4272	Bismarck	ND	2625 State St	58503	Kmart
4057	Fargo	ND	2301 S University Dr	58103	Kmart
4022	Grand Forks	ND	1900 S Washington St	58201	Kmart
1041	Omaha	NE	7424 Dodge St	68114	Sears
9319	Alliance	NE	1515 W 3Rd	69301	Kmart
2191	Lincoln	NE	6400 O St	68510	Sears
2023	Concord	NH	270 Loudon Rd	03301	Sears
3175	Hooksett	NH	1267 Hooksett Rd	03106	Kmart
4448	Salem	NH	161 S Broadway	03079	Kmart
7048	West Lebanon	NH	200 S Main	03784	Kmart
9463	Somers Point	NJ	250 New Rd (Rt 9)	08244	Kmart
1094	Hackensack	NJ	436 Main St	07601	Sears
1044	Jersey Cty/Newport	NJ	50 Mall Dr W	07310	Sears
1494	Moorestown	NJ	Rt 38 And Lenola Rd	08057	Sears
3438	Avenel	NJ	1550 St George Ave	07001	Kmart
7177	Belleville	NJ	371-411 Main Street	07109	Kmart
3499	Kearny	NJ	200 Passaic Ave	07032	Kmart
3071	Toms River	NJ	213 Highway 37 E	08753	Kmart

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4478	Trenton	NJ	1061 Whitehorse-Mercervil	08610	Kmart
7602	Wall	NJ	1825 Highway 35	07719	Kmart
3056	Wayne	NJ	1020 Hamburg Turnpike	07470	Kmart
4470	West Long Branch	NJ	108 Monmouth Rd	07764	Kmart
9413	West Orange	NJ	235 Prospect Ave	07052	Kmart
3202	Westwood	NJ	700 Broadway	07675	Kmart
1614	Livingston	NJ	S Orange Ave & Walnut St	07039	Sears
1314	New Brunswick	NJ	51 Us Hwy 1	08901	Sears
1764	Rockaway	NJ	Rt 80 & Mt Hope Ave	07866	Sears
2597	Farmington	NM	4601 E Main St	87402	Sears
2527	Las Cruces	NM	700 S Telshor Blvd	88011	Sears
3301	Santa Fe	NM	1712 St Michael'S Dr	87505	Kmart
7017	Roswell	NM	1705 S Main St	88203	Kmart
3592	Las Vegas	NV	5051 E Bonanza Rd	89110	Kmart
1328	Las Vegas(Bldv)	NV	3450 S Maryland Pkwy	89109	Sears
3862	Bohemia	NY	5151 Sunrise Hwy	11716	Kmart
7654	Bronx	NY	300 Baychester Avenue	10475	Kmart
4871	Farmingville	NY	2280 North Ocean Ave.	11738	Kmart
2744	Horseheads/Elmira	NY	3300 Chambers Rd	14845	Sears
1404	Massapequa	NY	800 Sunrise Mall	11758	Sears
1894	Rochester	NY	10 Miracle Mile Dr	14623	Sears
1114	Brooklyn	NY	2307 Beverley Rd	11226	Sears
1333	Poughkeepsie	NY	2001 South Rd	12601	Sears
1924	Valley Stream	NY	1150 Sunrise Hwy	11581	Sears
9589	Bath	NY	Plaza 15 Route 415	14810	Kmart
3415	Buffalo	NY	1001 Hertel Avenue	14216	Kmart
1984	Buffalo/Hamburg	NY	S 3701 Mckinley Pkwy	14219	Sears
9274	Greenwich	NY	West Main St R D #1	12834	Kmart
7065	Horseheads	NY	1020 Center Street	14845	Kmart
4034	Mattydale	NY	2803 Brewerton Rd	13211	Kmart
2593	Newburgh	NY	1401 Route 300	12550	Sears
7677	Wellsville	NY	121 Bolivar Rd	14895	Kmart
1674	White Plains	NY	100 Main St	10601	Sears
9416	White Plains	NY	399 Tarrytown Rd	10607	Kmart
1733	Yonkers	NY	Rte 87(Ny St) & Cross Ct Pkwy	10704	Sears
9414	Yorktown Heights	NY	Rte 118, 355 Downing Dr	10598	Kmart
4726	Jamestown	NY	975 Fairmount Ave	14701	Kmart
1364	Lake Grove	NY	4 Smith Haven Mall	11755	Sears
4928	Queensbury	NY	308 Dix Avenue	12804	Kmart
1081	Heath	OH	771 S 30Th St	43056	Sears
7383	Barberton	OH	241 Wooster Rd North	44203	Kmart
3286	Brunswick	OH	3301 Center Rd	44212	Kmart
1810	Cincinnati-Eastgate	OH	4595 Eastgate Blvd	45245	Sears
3013	Cleveland	OH	7701 Broadview Road	44131	Kmart
9096	Fostoria	OH	620 Plaza Dr	44830	Kmart
7397	Grove City	OH	2400 Stringtown Road	43123	Kmart
7644	Harrison	OH	10560 Harrison Avenue	45030	Kmart
1210	Polaris	OH	1400 Polaris Pkwy	43240	Sears
2104	St Clairsville	OH	Banfield Rd & I-70	43950	Sears
2010	Mansfield	OH	600 Richland Mall	44906	Sears
1710	No Olmsted	OH	5000 Great Northern Mall	44070	Sears
2390	Springfield	OH	1475 Upper Valley Pike	45504	Sears
1120	Tuttle Crossing	OH	5053 Tuttle Crossing Blvd	43016	Sears
4782	Clinton	OK	2501 Redwheat Drive	73601	Kmart
3839	Corvallis	OR	400 North East Circle Blv	97330	Kmart
2179	Medford	OR	501 Medford Ctr	97504	Sears
1073	Exton	PA	222 Exton Square Mall	19341	Sears
1714	Greensburg	PA	5256 Route 30	15601	Sears
1644	Lancaster	PA	200 Park City Ctr	17601	Sears

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1654	Media	PA	1067 W Baltimore Pike	19063	Sears
1834	North Wales	PA	600 Montgomery Mall	19454	Sears
2494	Altoona	PA	5580 Goods Lane Suite 1005	16602	Sears
9161	Berwick	PA	1520 W Front St	18603	Kmart
1711	Camp Hill	PA	3505 Capitol Hill City Mall Dr	17011	Sears
3225	Chambersburg	PA	1005 Wayne Ave	17201	Kmart
7293	Clifton Heights	PA	713 E Baltimore Pike	19018	Kmart
3737	Doylestown	PA	4377 Route 313	18901	Kmart
7192	Easton	PA	320 South 25Th Street	18042	Kmart
3266	Edwardsville	PA	U S Route 11 Mark Plaza	18704	Kmart
3963	Elizabethtown	PA	1605 South Market Street	17022	Kmart
9662	Ephrata	PA	1127 S State St	17522	Kmart
4113	Erie	PA	2873 W 26Th Street	16506	Kmart
3597	Holmes	PA	600 Macdade Blvd	19043	Kmart
7372	Leechburg	PA	451 Hude Park Road	15656	Kmart
7083	New Castle	PA	2650 Ellwood Rd	16101	Kmart
3136	Shillington	PA	1 Parkside Ave	19607	Kmart
4713	Towanda	PA	Rt #6 Brandford Town Ctr	18848	Kmart
2114	Washington	PA	1500 W Chestnut St	15301	Sears
7374	West Chester	PA	985 Paoli Pike	19380	Kmart
1154	Whitehall	PA	1259 Whitehall Mall	18052	Sears
3268	Wilkes-Barre	PA	910 Wilkes Barre Twp Blvd	18702	Kmart
3390	Williamsport	PA	1915 E Third St	17701	Kmart
3810	Willow Street	PA	2600 N Willow Street Pike	17584	Kmart
3949	Wind Gap	PA	803 Male Rd	18091	Kmart
1224	Harrisburg	PA	4600 Jonestown Rd	17109	Sears
3529	Pittsburgh	PA	996 W View Park Dr	15229	Kmart
1354	Willow Grove	PA	2500 W Moreland Rd	19090	Sears
2355	Hatillo(Arecibo)	PR	506 Calle Truncado	00659	Sears
1905	Hato Rey	PR	Ave F D Roosevelt	00918	Sears
7783	Hato Rey	PR	Pr #22 & Pr #18	00918	Kmart
1935	Mayaguez	PR	975 Hostos Ave Ste 110	00680	Sears
1915	Bayamon	PR	Avenida Aguas Buenas	00959	Sears
4732	Aguadilla	PR	Road 2 Km 126.5	00605	Kmart
7566	Arecibo	PR	State Road 2 Km 80.2	00612	Kmart
7570	Bayamon	PR	Plaza Rio Hondo & Comerio Ave	00961	Kmart
7419	Caguas	PR	Rafael Cordero & Hwy 30	00725	Kmart
7665	Carolina	PR	65Th Infantry Ave	00985	Kmart
7446	Cayey	PR	Carr Rt #1 - Km 106	00736	Kmart
2085	Fajardo	PR	State Rd 3	00738	Sears
2675	Guayama	PR	Road 3 Km.L34.7	00784	Sears
3993	Juana Diaz	PR	State Rd 149&State Rd 584	00795	Kmart
2385	Naranjito	PR	El Mercado Plaza	00782	Sears
1945	Ponce	PR	Plaza Del Caribe 2050 (Rd 2)	00731	Sears
4844	Rio Piedras	PR	9410 Ave Los Romeros	00926	Kmart
4494	Trujillo Alto	PR	200 Carr 181	00976	Kmart
7784	Vega Alta	PR	Carr 2, Estatal, Plaza Caribe Mall	00692	Kmart
7752	Yauco	PR	Sr 128 @ Sr 2 Km 0.5	00698	Kmart

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9394	Fajardo	PR	Eastern Reg'l S/C; State Road #3	00738	Kmart
3853	Guayama	PR	Puerto Rico Hwy 3	00784	Kmart
4016	Greenville	SC	Church St Extension	29605	Kmart
7616	Lexington	SC	748 W Main Street	29072	Kmart
7062	Sumter	SC	1143 Broad St	29150	Kmart
4141	West Columbia	SC	1500 Charleston Hwy	29169	Kmart
1595	Greenville	SC	700 Haywood Rd	29607	Sears
1795	Myrtle Beach	SC	1200 Coastal Grand Circle	29577	Sears
4170	Rapid City	SD	1111 E North St	57701	Kmart
1386	Goodlettsville	TN	1000 Rivergate Pkwy	37072	Sears
2036	Jackson	TN	2021 N Highland Ave	38305	Sears
2265	Johnson City	TN	2011 N Roan St	37601	Sears
9621	Lebanon	TN	1443 W Main St	37087	Kmart
9735	Sevierville	TN	217 Forks Of River Pkwy	37862	Kmart
3147	Kingsport	TN	1805 E Stone Dr	37660	Kmart
1387	Amarillo	TX	7701 1-40 W	79121	Sears
2487	Killeen	TX	2000 Killeen Mall	76543	Sears
4389	McAllen	TX	1801 South 10Th Street	78503	Kmart
1629	Pharr	TX	500 N. Jackson Road	78577	Sears
2637	Port Arthur	TX	3100 FM 365	77642	Sears
1207	Richardson	TX	201 S Plano Rd	75081	Sears
1097	San Antonio	TX	2310 Sw Military Dr	78224	Sears
1367	Waco	TX	6001 W Waco Dr	76710	Sears
1317	El Paso	TX	8401 Gateway Blvd W	79925	Sears
1307	Abilene	TX	4310 Buffalo Gap Rd	79606	Sears
1437	Arlington/Parks	TX	3871 S Cooper St	76015	Sears
1407	Beaumont	TX	6461 Eastex Fwy	77706	Sears
2497	Brownsville	TX	2320 N Expressway	78526	Sears
1217	Corpus Christi	TX	1305 Airline Rd	78412	Sears
1447	Hulen	TX	4900 S Hulen St	76132	Sears
1417	Humble	TX	20131 Highway 59 N	77338	Sears
1297	Hurst	TX	1101 Melbourne Rd Ste 7000	76053	Sears
2247	Laredo	TX	5300 San Dario Ave	78041	Sears
1187	Mesquite-Town East	TX	3000 Town East Mall	75150	Sears
1176	Pasadena	TX	999 Pasadena Blvd	77506	Sears
1337	Plano	TX	851 N Central Expwy	75075	Sears
1427	Rolling Oaks	TX	6909 N Loop 1604 E	78247	Sears
2197	Texas City	TX	10000 Emmett F Lowry Expy	77591	Sears
1377	Willowbrook	TX	7925 Fm 1960 Rd W	77070	Sears
9794	St. George	UT	785 S Bluff	84770	Kmart
1274	Chesterfield	VA	11500 Midlothian Tpke	23235	Sears
2395	Manassas	VA	8200 Sudley Rd	20109	Sears
2435	Charlottesville	VA	1531 Rio Rd E	22901	Sears
3471	Chesapeake	VA	2001 South Military Hwy	23320	Kmart
1024	Falls Church	VA	6211 Leesburg Pike	22044	Sears
2694	Fredericksburg	VA	100 Spotsylvania Mall	22407	Sears
3785	Tabb	VA	5007 Victory Blvd	23693	Kmart

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2784	Winchester	VA	1850 Apple Blossom Dr	22601	Sears
1023	Loudoun/Dulles	VA	21000 Dulles Town Cir	20166	Sears
1974	Roanoke	VA	4812 Valley View Blvd Ne	24012	Sears
7413	Frederiksted	VI	Remainder Matriculate #1	00840	Kmart
3972	St. Croix	VI	Sunny Isle S/C, Space #1	00820	Kmart
3829	St. Thomas	VI	26 - A Tutu Park Mall	00802	Kmart
7793	St. Thomas	VI	9000 Lockhart Gdns S/C; Ste 1	00802	Kmart
1463	Burlington	VT	155 Dorest St	05403	Sears
1139	Tukwila	WA	400 Southcenter Mall	98188	Sears
2029	Union Gap	WA	9 E Valley Mall Blvd	98903	Sears
2049	Everett	WA	1302 Se Everett Mall Way	98208	Sears
2329	Kennewick(Pasco)	WA	1321 N Columbia Center Blvd	99336	Sears
7034	Walla Walla	WA	2200 East Isaacs Ave	99362	Kmart
2299	Aberdeen	WA	1219 S Boone St	98520	Sears
3722	Burlington	WA	1550 S Burlington Blvd	98233	Kmart
1038	E Valley	WA	14720 E Indiana Ave	99216	Sears
2219	Lacey/Olympia	WA	651 Sleater Kinney Rd Se 1300	98503	Sears
2309	Silverdale	WA	10315 Silverdale Way Nw	98383	Sears
1029	Spokane	WA	4700 N Division St	99207	Sears
4147	Spokane	WA	4110 E Sprague Ave	99202	Kmart
7648	Mauston	WI	800 North Union	53948	Kmart
3692	Oconomowoc	WI	1450 Summit Avenue	53066	Kmart
3851	Racine	WI	5141 Douglas Ave	53402	Kmart
7649	Ripon	WI	1200 West Fond Du Lac St	54971	Kmart
3750	Waupaca	WI	830 West Fulton St	54981	Kmart
2092	Appleton	WI	4301 W Wisconsin Ave	54913	Sears
3088	Kenosha	WI	4100 52Nd St	53144	Kmart
2232	Madison-East	WI	43 East Towne Mall C	53704	Sears
4442	Charleston	WV	6531 Mccorkle Avenue S E	25304	Kmart
3484	Elkview	WV	I-79/Us 43 Crossings Mall	25071	Kmart
1804	Barboursville	WV	100 Huntington Mall Rd	25504	Sears
7139	Jackson	WY	510 S Hwy 89	83002	Kmart

EXHIBIT D

Kolius Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: : **Chapter 11**
SEARS HOLDINGS CORPORATION, : **Case No. 18-23538 (RDD)**
et al.,¹ : **(Jointly Administered)**
Debtors. :

**DECLARATION OF DONNA KOLIUS IN SUPPORT
OF THE APPLICATION OF DEBTORS FOR AUTHORITY TO
RETAIN AND EMPLOY JONES LANG LASALLE AMERICAS, INC.
AND JLL VALUATION & ADVISORY SERVICES, LLC AS THEIR REAL
ESTATE ADVISOR EFFECTIVE AS OF NOVEMBER 5, 2018**

Donna Kolius, pursuant to 28 U.S.C. § 1746, declares as follows:

1. My name is Donna Kolius. I am over the age of 18 and competent to testify.
2. I am an Executive Vice President of Jones Lang LaSalle Americas, Inc. ("JLL Americas") for Disposition Services, which has its principal place of business at 200 East Randolph Street, Chicago, Illinois 60601. JLL Americas and, as discussed below its subsidiary, JLL Valuation & Advisory Services, LLC ("JLL Advisory"), have been asked by Sears Holdings Corporation and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innoval Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

(Continued)

its affiliates (collectively, the “**Debtors**”) to provide a variety of real estate advisory and valuation services to the **Debtors**.

3. I submit this declaration in support of the *Application of Debtors for Authority to Retain and Employ Jones Lang LaSalle Americas, Inc. and JLL Valuation & Advisory Services, LLC as Real Estate Advisor Effective as of November 5, 2018* (the “**Application**”).²

4. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge. I am authorized to submit this Declaration. If called upon to testify, I could and would testify competently to the facts set forth herein.

JLL’s Qualifications

5. JLL Americas, together with its affiliates and subsidiaries, provides real estate-related advisory and professional services to entities throughout the United States and in many foreign countries. The professional services JLL Americas provides include the evaluation, restructuring, disposal of, and acquisition of all types of real estate and real estate leases, both nationally and internationally. JLL Americas has extensive experience solving complex real estate problems and evaluating, negotiating, and restructuring real estate sale and lease terms.

6. The **Debtors** have asked JLL Americas to provide real estate advisory services both with respect to the **Debtors**’ operating store locations (the “**Global Real Property Assets**”), and the roughly 200 store locations owned or leased by the **Debtors** at which the **Debtors** are not currently operating (the “**Non-Core Asset Portfolio**”). The **Debtors** and JLL Americas have, subject to Bankruptcy Court approval, entered into separate engagement agreements for services relating to the **Global Real Property Assets** (the “**Global Real Property Asset Sales Engagement Letter**”)

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the **Application**.

and the Non-Core Asset Portfolio (the “**Non-Core Asset Sales Engagement Letter**”). Copies of the Global Real Property Asset Sales Engagement Letter and the Non-Core Asset Sales Engagement Letter are attached to the Application as Exhibits A and B, respectively.

7. JLL Americas has served as real estate advisor or broker, in a similar capacity as contemplated here, in many complex bankruptcy cases in this district and others, either as a retained professional or an ordinary-course professional. *See, e.g., In re Westinghouse Electric Co., et al.*, No. 17-10751 (MEW) (Bankr. S.D.N.Y.) [Docket No. 965]; *In re RDA Holdings Co., et al.* No. 13-22233 (RDD) (Bankr. S.D.N.Y.) [Docket No. 657]; *In re SFX Entertainment, Inc.*, No. 16-10238 (MFW) (Bankr. D. Del.) [Docket No. 647]; *In re Orlando Gateway Partners, LLC*, No. 16-bk-03448 (KSJ) (Bankr. M.D. Fla.) [Docket No. 216]. JLL Americas has extensive experience working efficiently with debtors in possession or trustees and their other retained professionals.

8. The Debtors also seek to retain JLL Advisory to provide professional valuation and appraisal services to the Debtors with respect to approximately 430 properties owned or leased by the Debtors. JLL Advisory is part of a global network comprised of experienced, licensed, qualified appraisers who use local insights and their years of expertise to deliver accurate, reliable and prompt valuations. JLL Advisory’s professionals provide valuation and appraisal services across a variety of real estate holdings, working expensively with retail properties. The professionals of JLL Advisory provide valuation services consistent with the Uniform Standards of Professional Practice by the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. In total, over the past year, JLL Advisory has completed over 11,000 real estate valuations. The Debtors and JLL Advisory have entered into a separate engagement agreement (the “**V&A Engagement Agreement**” and, collectively with the Global Real Property Asset Sales Engagement Letter and the Non-Core Asset Sales Engagement Letter, the

“Engagement Letters”), a copy of which is attached to the Application as Exhibit C.

9. Although the V&A Engagement Agreement contemplates that JLL Advisory professionals may share information obtained in connection with the services being rendered by JLL Advisory to the Debtors with those JLL professionals that are also providing services to the Debtors, the professionals of JLL Advisory shall not (i) provide professional services to a prospective purchaser of any of the properties with respect to which JLL Advisory is providing services, or (ii) share information obtained by the professionals of JLL Advisory with any personnel from JLL that are not providing services to the Debtors; provided, however, that the inclusion of such information in any data room maintained to provide information to prospective purchasers of the Debtors’ assets shall not constitute the sharing of information.

Scope of Services- JLL Americas

10. Subject to further order of this Court and consistent with the Engagement Agreements, JLL Americas will render the following consulting and real estate advisory services to the Debtors:³

- a. Consult with the Debtors and their counsel to ascertain the Debtors’ goals, objectives, and financial parameters (including, timing and targeted value expectations);
- b. Consult with Debtors and their counsel and any third parties as the Debtors and their counsel may direct with respect to the Debtors’ strategic plan for Real Estate Portfolio assets;
- c. Consult with Debtors and their counsel and any third parties as the Debtors and their counsel may direct with respect to the Debtors’ strategic plan for selling, assigning, terminating, or modifying leases;
- d. Serve as the point of contact for parties interested in the Global Real Property Assets;

³ To the extent that there are any discrepancies between this summary and the Engagement Letters, the terms and conditions of the Engagement Letters shall govern in all respects.

- e. Receive requests for information regarding the Global Real Property Assets and collect or prepare information responsive to those requests;
- f. Maintain and coordinate access to any data rooms set up by the Debtors relating to the Global Real Property Assets and provide non-disclosure agreements to qualified prospective purchasers;
- g. Collect Indicative Bids (as defined in the Go Forward Assets Sales Engagement Letter) for the Global Real Property Assets and provide analysis and recommendations to the Debtors with respect to Indicative Bids received;
- h. Upon a direction from the Debtors or their counsel negotiate the proposed terms of the sale, assignment, modification, or termination of leases on the Debtors' behalf with third parties and/or landlords, in each case, subject to approval of the Debtors;
- i. Collect Definitive Bids (as defined in the Engagement Agreement) for the Global Real Property Assets and provide analysis and recommendations to the Debtors with respect to Definitive Bids received;
- j. Provide oral or written reports periodically to the Debtors and their counsel regarding status of negotiations;
- k. Assist the Debtors and their counsel in closing the pertinent lease sale, assignment, modification, or termination agreements;
- l. Advise the Debtors regarding strategic alternatives for the Real Estate Portfolio Assets;
- m. Establish and maintain a dedicated marketing website for the Real Estate Portfolio Assets; and
- n. Negotiate any transactions for the disposition of the Real Estate Portfolio Assets.

Scope of Services- JLL Advisory

11. Subject to further order of this Court and consistent with the Appraisal Engagement Letter, JLL Advisory will render the following consulting and real estate advisory services to the Debtors:

- o. Provide preliminary appraisal and valuations of 430 properties owned or leased by the Debtors;
- p. Provide detailed appraisal reports upon request by the Debtors; and

q. Perform asset investigation services upon request by the Debtors.

Professional Compensation

12. JLL's decision to accept this engagement to advise and assist the Debtors is conditioned upon JLL's ability to be retained in accordance with its customary terms and conditions of employment and compensated for the professional services rendered and reimbursed for the out-of-pocket expenses incurred in accordance with JLL's customary billing practices.

13. As set forth in the Non-Core Asset Sales Engagement Letter and the Global Real Property Asset Sales Engagement Letter, the Debtors have agreed that JLL Americas will be compensated according to the following proposed compensation structure:

a. The Global Real Property Asset Sales Engagement Letter. Under the Go Forward Engagement Letter, JLL Americas will be compensated for its professional advisory services by payment of a monthly fee of \$100,000, along with reimbursement of reasonable out-of-pocket expenses incurred in connection with those services, capped at \$20,000 for the term of the engagement. In addition, if JLL Americas facilitates the completed sales of any Global Real Property Assets, JLL Americas shall be entitled to additional compensation for each property sold or liquidated, at a rate of 0.5% of the aggregate gross purchase price for all properties sold. Additionally, 50% of the additional compensation earned by JLL Americas above \$500,000 shall be credited against the monthly advisory fee due to JLL Americas under the Go Forward Assets Sales Engagement Letter.

b. The Non-Core Asset Sales Engagement Letter. Under the Real Estate Portfolio Engagement Letter, JLL will be compensated for its professional advisory services by payment of a monthly fee of \$30,000, along with reimbursement of reasonable out-of-pocket expenses incurred in connection with those services, capped at \$20,000. In

addition, JLL Americas will be entitled to payment of a one-time set up fee of \$20,000 relating to the establishment of a dedicated website for the Real Estate Portfolio Assets and a monthly fee of \$2,500 for its maintenance and operation.

14. The fee structures generally described herein and set forth in the JLL Americas' Engagement Letters (collectively, the "JLL Americas Fee Structures") are consistent with and typical of arrangements entered into by JLL Americas and other real estate consultants when rendering similar services to clients such as the Debtors, both inside and outside of bankruptcy cases. JLL believes that the foregoing compensation arrangements are both reasonable and market-based.

15. As set forth in the Appraisal Engagement Letter, the Debtors have agreed that JLL Advisory will be compensated according to the following proposed compensation structure (the "Advisory Fee Structure" and, together with the JLL Americas Fee Structures, the "Fee Structures"):

- JLL Advisory will be paid \$3,000 per property for the completion of a preliminary valuation report;
- to the extent requested by the Debtors, JLL Advisory will be paid an additional \$2,000 per property for the completion of a detailed appraisal report;
- if the Debtors request that JLL Advisory perform an asset inspection, JLL Advisory will be paid an additional \$1,000 for each such asset inspection.
- The foregoing amounts will include the expenses incurred by JLL Advisory and JLL Advisory will not seek reimbursement of expenses in connection with the services described above.

16. The fees charged by JLL Advisory for the services to be rendered is consistent with and typical of arrangements entered into by JLL Advisory and, I have been informed, other real

estate appraisers when rendering similar services to clients such as the Debtors, both inside and outside of bankruptcy cases.

17. Due to the transactional nature of the services that JLL provides and the manner in which it is customarily compensated, it does not bill its clients on an hourly basis while performing such services. Furthermore, JLL does not customarily record the daily activities of its professionals and the time spent on each task. Accordingly, JLL has requested that it be excused from such reporting requirements relating to the activities of its professionals.

18. The Fee Structures have been agreed upon by the parties on an arm's-length basis in anticipation that a substantial commitment of professional time and effort will be required of JLL and its professionals with respect to each pool of assets and in light of the fact that (a) such commitment may foreclose other opportunities for JLL, and (b) the actual time and commitment required of JLL and its professionals to perform these services may vary substantially from week to week and month to month.

19. JLL Americas and its affiliates frequently represent buyers and sellers in commercial real estate sale transactions and both landlords and tenants in commercial leasing transactions. In order for JLL Americas and the Debtors to properly market the Debtors' real property and leases, those marketing efforts must necessarily include contact with current and former clients of JLL. It is, therefore, possible that current clients of JLL may be among the potential purchasers submitting bids on the Debtors' assets. In the event that JLL Americas becomes aware of an Indicative Bid or Definitive Bid submitted by a client of JLL, JLL Americas shall promptly disclose this connection to the Debtors (in order to maintain the confidentiality of the bidders). Furthermore, the JLL professionals providing services to the Debtors shall not represent, or otherwise participate on behalf of, any prospective purchaser, however it is possible that such

purchaser may be represented by other JLL professionals.

No Duplication of Services

20. I believe that the services being rendered by JLL's professional will complement, and not duplicate, the services being rendered by other professionals retained in these chapter 11 cases. JLL Americas and JLL Advisory each understand that the Debtors have retained and may retain additional professionals during the term of the engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

JLL's Disinterestedness

21. In connection with the proposed employment and retention of JLL Americas and JLL Advisory by the Debtors, JLL undertook a lengthy conflicts analysis process to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors' estates.

22. Specifically, to check and clear potential conflicts of interest in these chapter 11 cases, JLL reviewed its client relationships to determine whether it had any relationships with the primary parties in interest in these cases, identified on the schedule attached hereto as **Exhibit 1**, which schedule was provided to JLL by the Debtors and their advisors (collectively, the "**Potential Parties in Interest**").

23. As an industry leader in commercial leasing and commercial real estate disposition, JLL provides services to a substantial majority of the largest banks in the United States, including multiple banks that are secured or unsecured lenders to the Debtors. In addition, JLL provides leasing services to owners of large-scale commercial real estate, including multiple entities that own commercial property currently being leased to the Debtors. A list of the Potential Parties in Interest with whom JLL has a current business relationship is attached hereto as **Exhibit 2**. JLL represents

that, to the best of its knowledge, neither JLL nor any of its professional personnel have any relationship with the Debtors that would impair JLL's ability to perform services for the Debtors. To the best of my knowledge and except as set forth on **Exhibit 2**, JLL has no connections with the Debtors or the Potential Parties in Interest.

24. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, JLL has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, the Debtors' chapter 11 cases. Other than as set forth in the Engagement Letters, JLL will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or parties in interest in these cases, provided that such services do not relate to, or have any direct connection with, these cases or the Debtors. Specifically, as set forth in the Non-Core Asset Sales Engagement Letter and the Global Asset Sales Engagement Letter, the Debtors and JLL Americas have agreed that nothing in such agreements shall prohibit JLL from receiving a commission on a sale of any of the Debtors' properties if JLL Americas represents the prospective purchaser or counterparty to the transaction. To the best of my knowledge, other than as set forth herein, neither I nor any other principal or employee of JLL has any connection with the Office of the United States Trustee for the Southern District of New York, (the "**US Trustee**") or any person employed by the US Trustee.

25. JLL will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, JLL will use reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Affirmative Statement of Disinterestedness

26. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) JLL is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and (b) JLL has no connection to the Debtors, their creditors or their related parties, except as may be disclosed herein.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: December 6, 2018

Respectfully submitted,



Donna Kolius, CCIM
Executive Vice President
JLL, Disposition Services

Debtors and Affiliates

A&E Factory Service, LLC
A&E Home Delivery, LLC
A&E Lawn & Garden, LLC
A&E Signature Service, LLC
Big Beaver of Florida Development, LLC
BlueLight.com, Inc.
California Builder Appliances, Inc.
FBA Holdings Inc.
Florida Builder Appliances, Inc.
Innovel Solutions, Inc.
KBL Holding Inc.
KLC, Inc.
Kmart Corporation
Kmart Holding Corporation
Kmart of Michigan, Inc.
Kmart of Washington LLC
Kmart Operations LLC
Kmart Stores of Illinois LLC
Kmart Stores of Texas LLC
Kmart.com LLC
MaxServ, Inc.
MyGofer LLC
Private Brands, Ltd.
Sears Brands Business Unit Corporation
Sears Brands Management Corporation
Sears Brands, L.L.C.
Sears Buying Services, Inc.
Sears Development Co.
Sears Holdings Corporation
Sears Holdings Management Corporation
Sears Holdings Publishing Company, LLC
Sears Home & Business Franchises, Inc.
Sears Home Improvement Products, Inc.
Sears Insurance Services, L.L.C
Sears Operations LLC
Sears Procurement Services, Inc.
Sears Protection Company
Sears Protection Company (Florida), L.L.C.
Sears Protection Company (PR) Inc.
Sears Roebuck Acceptance Corp.
Sears, Roebuck and Co.
Sears, Roebuck de Puerto Rico, Inc.
ServiceLive, Inc.
SHC Desert Springs, LLC
SHC Licensed Business LLC
SHC Promotions LLC
SOE, Inc.
StarWest, LLC
STI Merchandising, Inc.
SYW Relay LLC

Troy Coolidge No. 13, LLC
Wally Labs LLC

Non-Debtor Affiliates:

SRC Facilities LLC
SRC O.P. LLC
SRC Real Estate (TX), LLC
SRC Sparrow 1 LLC
SRC Sparrow 2 LLC

Debtors' Trade Names and Aliases (last 8 years):

A&E Factory Service
Accents for Less
American Siding & Deck, Inc.
American Windows & Sash, Inc.
Appliance Liquidators
Austin Technology Center
Bath and Kitchen Elegance
Bath and Kitchen Elegance of the Desert
Big Beaver of Caguas Development Corporation
Big Beaver of Caguas Development Corporation II
Big Kmart
Big Kmart (#3680)
Central Wholesale Appliance Supply, Inc.
Chantell Marketing
Circle of Beauty Inc.
Continental Carpet Cleaning, Inc.
Delver
Delver.com
Designer Depot
Eblon Technologies India Private Limited
Evoke Productions
FitStudio by Sears
Florida Builder Appliances, Inc.
Garment Rack
HDC Holding Company of Delaware, Inc.
HO. Tampa Development Co.
HO. Tysons Office Investment Co.
ILJ, Inc.
JAF, Inc.
KC Kelley Group
Kenmore Direct
Kids Stockroom
Kmart
Kmart Acquisition Corp.
Kmart Apparel Corp.
Kmart Apparel Fashions Corp.
Kmart Apparel Leasing Corp.
Kmart Apparel Service of Atlanta Corp.
Kmart Apparel Service of Des Plaines Corp.
Kmart Apparel Service of Sunnyvale Corp.

Kmart Corporation
Kmart Enterprises, Inc.
Kmart Far East Limited
Kmart Financing I
Kmart Global Sourcing Ltd.
Kmart Holding Company
Kmart Holdings, Inc.
Kmart Lessee Operations, LLC
Kmart Management Corporation
Kmart Michigan Property Services, L.L.C.
Kmart of Amsterdam, NY Distribution Center, Inc.
Kmart of Pennsylvania LP
Kmart Pharmacies of Minnesota, Inc.
Kmart Pharmacies, Inc.
Kmart Properties, Inc.
Kmart Stores of Indiana, Inc.
Kmart Stores of TNCP, Inc.
KMI, Inc.
Koolvent Aluminum Products, Inc.
Kresge - Kmart Limited
Little Caesars
Max Acquisition Delaware Inc.
McKids
McKidsThe Store
McPhail's Appliances
MetaScale Technologies India Private Limited
Monark
Monark Holdings Inc.
Monark of California
Monark Premium Appliance Co.
Monark Premium Appliance Co. of Arizona
Monark Premium Appliance Co. of California
MXSV, Inc.
NTB - National Tire and Battery
NTB-National Tire & Battery
PMB, Inc.
Prairie Buck I, Inc.
Prairie Buck II, Inc.
Print Procurement Company, LLC
Print Production Company, LLC
Private Brands, Ltd.
Relay LLC
Relay LLC
San Diego Appliance Sales
Sears
Sears #1284
Sears Acquisition Corp.
Sears Auto Center
Sears Auto Center #6582
Sears Auto Centers
Sears Carpet and Upholstery Care, Inc.

Sears Carpet and Upholstery Care, Inc.
Sears Essentials
Sears Grand
Sears Grand #1673
Sears Holdings Management Corporation
Sears Home Appliance Showrooms
Sears Home Improvement Products (South), Inc.
Sears Home Services
Sears Home&Life
Sears Lessee Operations, LLC
Sears Logistics Services
Sears Logistics Services, Inc.
Sears Merchandise Group
Sears Merchandise Group, Inc.
Sears New York Insurance Agency
Sears New York Insurance Agency
Sears Oklahoma Insurance Agency
Sears Oklahoma Insurance Agency
Sears Protection Company Inc.
Sears Protection Company, Inc.
Sears Technology Services LLC
Sears, Roebuck de Mexico, S.A. de C.V.
Sears, Wishbook, Inc.
ServiceLive Direct
SHMC, Inc.
Shop Your Way Local, LLC
Shop Your Way Local, LLC
shopyourway.com
Sourcing and Technical Services, Inc.
SRC O.P. LLC
SRC Real Estate (TX), LLC
Standards of Excellence
Standards of Excellence Outlet Store
Super K
Super Kmart
SUPER KMART CENTER
Super Kmart Center
Texas Bluelight.com Inc.
The Annexx Restaurant
The Great Indoors
Tire Property Holding, Inc.
Tri-Valley Crossings
Troy CMBS Property, L.L.C.
Westar Kitchen & Bath LLC
Westar Kitchen and Bath
Westar Kitchen and Bath, LLC
Western Bluelight.com LLC
WestStar Kitchen and Bath
WestStar Kitchen and Bath LLC

Debtors' Trademarks

Craftsman
DieHard
Kenmore

Banks:

Banco Popular
Bank of America
Bank of America, N.A.
Bank of Oklahoma
BB&T
BB&T Bank
Capital One Bank
Capital One Bank N.A.
Centennial Bank
Cherokee State Bank
Citizens Bank
Citizens National Bank
Commercial Savings Bank
Community Bank NA
Community First Bank
First and Farmers Bank
First Bank and Trust Company
First Hawaiian Bank
First Interstate Bank of Billings
First Interstate Bank of Billings NA
First Interstate Bank of Riverton
First National Bank
First National Bank in Alamogordo
First National Bank Oelwein
First National Bank of Grayson
First National Bank of Pierre
First Security Bank
First Security Bank and Trust Company
First State Bank
First Tennessee
Hibernia Bank
Hilltop National Bank
Houghton State Bank
Huntington National Bank
Independent Bank East Michigan
Iowa State Bank
M&T Bank
National Bank and Trust Company of Norwich
Old National Bank
PNC Bank
PNC Bank, National Association
Premierbank
Regions Bank
Standard Bank Ltd. Mauritius
Union Bank

United Missouri Bank
US Bank
Wells Fargo Bank
Wells Fargo Bank, National Association
Wesbanco Bank
Western State Bank
Woori Bank
Zions National Bank

Professionals Retained by the Debtors

Abacus Advisors Group L.L.C.
Deloitte & Touche LLP
Lazard Freres & Company
M-III Advisory Partners, LP
Prime Clerk LLC
Wachtell, Lipton, Rosen & Katz
Weil, Gotshal & Manges LLP

Debtors' Greater than 5% of Equity Ownership

Bank of America, N.A.
Computershare Trust Company N.A.
JPP, LLC and JPP, II L.L.C. c/o ESL Investments, Inc.
Wells Fargo, National Association

Recent Equity Holders

ESL Investments, Inc.
Fairholme Capital Management, L.L.C.
Fairholme Funds, Inc.

Secured Lenders

Ally Bank
Ally Commercial Finance LLC
Banco Popular de Puerto Rico
Bancorpsouth Bank
Bank Leumi
Bank of America, N.A.
BNY Midwest Trust Company
Canary SC Master Fund, L.P.,
Cascade Investment, L.L.C.
Citibank (South Dakota), N.A.
Citibank N.A., Hong Kong Branch
Citibank, N.A.
Citigroup Financial Products Inc.
Citigroup Global Markets Inc.
Citizens Bank & Trust Company
Citizens Bank National Association
Citizens Business Capital, a division of Citizens Asset Finance Inc.
Commercial International Bank (Egypt) S.A.E.
Computershare Trust Company, N.A.
Crescent 1, L.P.,
CRS Master Fund, L.P.,
Cyrus 1740 Master Fund, LP

Cyrus Capital Partners, LP
Cyrus Opportunities Master Fund II, Ltd.,
Cyrus Select Opportunities Master Fund, Ltd.,
Cyrus Special Strategies Master Fund, LP
Fifth Third Bank
General Electric Capital Corporation
HSBC Bank
ICBC
JP Morgan Chase Bank
JPP II, LLC
JPP, LLC
Key Bank
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Och-Ziff Capital Structure Arbitrage Master Fund Ltd
Och-Ziff Holding Corporation
OZ Management LP
Pension Benefit Guaranty Corporation
Popular Inc.
RBS Business Capital
RBS Citizens Bank N.A.
RBS Partners, L.P
Regions Financial Corporation
Shenzhen Development Bank Co Ltd
Siemens Bank GmbH, London Branch
Siemens AG
Siemens Financial Services Inc.
SL Agent, LLC
Standard Chartered Bank
TD Bank, N.A.
Toronto Dominion Bank
U.S. Bank Trust National Association
UBS AG, Stamford Branch, LLC
UBS Capital Corporation
UBS Securities LLC
UPS Capital Corporation
Wells Fargo Bank, National Association
Wilmington Trust, N.A.

ESL Affiliates

Edward S. Lampert
ESL Investments, Inc.
ESL Partners, L.P.
JPP II, LLC
JPP, LLC
RBS Partners, L.P.
SPE I Partners, LP
SPE Master I, LP

ESL Parties

Angelo Gordon & Co.
ATR Corinth Partners

LBA Realty
Merlone Geier Partners
Northwood Investors
Quarry Capital
Rebkee Partners
Rhombus Development, LLC
Segerstrom Family
Sudberry Properties

KCD IP Lenders

Estera Services (Bermuda) Limited
Janita Burke
Marsh & McLennan Companies, Inc.
Paul Gatutha
Sears Reinsurance Company Ltd.

Secured Notes

Bank of America, N.A.
BNY Midwest Trust Company
Cede & Co.
Citibank, N.A.
Computershare Inc.
Computershare Trust Company, N.A
The Bank of New York Mellon Trust Company, N.A
The Chase Manhattan Bank, N.A.
Wells Fargo Bank, National Association
Wilmington Trust, N.A.

Exhibit E

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	x
In re	:
	Chapter 11
SEARS HOLDINGS CORPORATION, <i>et al.</i>,	:
	Case No. 18-23538 (RDD)
	:
Debtors.¹	(Jointly Administered)
	x

**ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF JONES LANG LASALLE AMERICAS, INC. AND
JLL VALUATION & ADVISORY SERVICES, LLC AS THE DEBTORS' REAL
ESTATE ADVISOR, EFFECTIVE AS OF NOVEMBER 5, 2018**

Upon the application, dated December 6, 2018 (ECF No. []) (the “Application”)² of Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

Rules”), for entry of an order authorizing the Debtors to retain and employ Jones Lang LaSalle Americas, Inc. (“**JLL Americas**”) and JLL Valuation & Advisory Services, LLC (“**JLL Advisory**” and, together with JLL Americas, “**JLL**”) as their non-exclusive real estate advisor, to provide necessary real estate advice and services as more fully set forth in the (i) Real Estate Advisory Services Agreement between JLL Americas and SHC, effective as of November 5, 2018, (ii) Real Estate Advisory Services Agreement between JLL Americas and SHC, effective as of November 26, 2018, and (iii) the Valuation and Advisory Services Agreement, dated as of November 28, 2018, all as more fully set forth in the Application; and upon the Declaration of Donna Kolius in support of the Application attached thereto as **Exhibit D** (the “**Kolius Declaration**”); and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b), and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.), and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the relief requested in the Application having been provided in accordance with the Amended Case Management Order; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having held a hearing to consider the relief requested in the Application (the “**Hearing**”); and upon the record of the Hearing, and upon all of the proceedings had before the Court; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein and that the relief requested is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized to employ and retain JLL as their real estate advisor in these chapter 11 cases in accordance with the terms of the Engagement Letters.
3. JLL is authorized to render the Services set forth in the Engagement Letters.
4. All of JLL's compensation as set forth in the Engagement Letters including, without limitation, the Appraisal Fees, the Global Real Property Asset Sale Fees, and the Non-Core Asset Sale Fees, including the Additional Compensation, and the expense reimbursement and indemnification and related obligations, as applicable, are approved pursuant to section 328(a) of the Bankruptcy Code and JLL shall be compensated, reimbursed and indemnified pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the times specified in, the Engagement Letters and this Order.
5. JLL will submit invoices to the Debtors, the Office of the United States Trustee for Region 2, the Creditors' Committee, and the lenders under their postpetition debtor-in-possession secured financing (*see* ECF Nos. 951 and 955) for the payment of compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in accordance with the terms of the Engagement Letters when such compensation becomes due and owing and such expenses are incurred. Such parties shall have fifteen (15) days to review and dispute any such invoice submitted by JLL, and if no such disputes are received, without any further order of the Court, the Debtors shall be authorized to pay such JLL invoices. If any objection is received, the Debtors shall withhold the payment of the portion of the payment that is objected to and promptly pay the remainder. All objections that are not resolved shall be preserved and presented to the Court for determination.

6. JLL shall work cooperatively with other real estate advisors retained by the Debtors in the above-captioned chapter 11 cases to integrate any work conducted by the other professionals on behalf of the Debtors, so as to avoid duplication of services provided by any of the Debtor's other such retained professionals.

7. JLL shall file a final fee application with a summary of fees earned and expenses incurred along with a summary of the fees and expenses that have been paid.

8. To the extent there is inconsistency between the terms of the Application, the Engagement Letters, and this Order, the terms of this Order shall govern.

9. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

10. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2018
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE